

Exhibit 1

FILED
03-02-2022
CIRCUIT COURT
DANE COUNTY, WI
2022CV000460
Honorable Jacob Frost
Branch 9

STATE OF WISCONSIN
DANE COUNTY

CIRCUIT COURT

For Official Use:

NEFF GROUP DISTRIBUTORS, INC.,
7114 Innovation Blvd.
Fort Wayne, IN 46898

Plaintiff,

v.

COGNEX CORPORATION,
One Vision Dr.
Natick, MA 01760

Defendant.

3-4-22
2-53P
Case No.

Class Code: 30106, 30303

SUMMONS

THE STATE OF WISCONSIN, to Each Person Named Above as a Defendant:

You are hereby notified that the Plaintiff named above filed a lawsuit or other legal action against you. The Complaint, which is attached, states the nature and basis of the legal action.

Within forty-five (45) days of receiving this Summons, you must respond with a written Answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the Complaint. The Court may reject or disregard an Answer that does not follow the requirements of the statutes. The Answer must be sent or delivered to the Court, whose address is Dane County Circuit Court, 215 S Hamilton St., Madison, Wisconsin 53703, and to Plaintiff's attorneys, whose address is:

Husch Blackwell LLP
511 North Broadway, Suite 1100
Milwaukee, Wisconsin 53202

You may have an attorney help or represent you.

If you do not provide a proper Answer within forty-five (45) days, the Court may grant judgment against you for the award of money or other legal action requested in the Complaint, and you may lose your right to object to anything that is or may be incorrect in the Complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this 2nd day of March 2022.

HUSCH BLACKWELL LLP
*Attorneys for Plaintiff Neff Group
Distributors, Inc.*

By: s/ Dieter J. Juedes
Dieter J. Juedes (Bar No. 1088880)
Blake A. Nold (Bar No. 1114489)

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Defendant.

COMPLAINT

Plaintiff, Neff Group Distributors, Inc., by their attorneys, Husch Blackwell LLP, as and for their Complaint against Defendant Cognex Corporation allege and show as follows:

NATURE OF THE ACTION

1. This is a dispute involving the unlawful termination of a business relationship. Plaintiff Neff Group Distributors, Inc. ("Neff") had a long-standing business relationship with Defendant Cognex Corporation ("Cognex"). Neff was a dealer for the sale of Cognex products within Wisconsin, Indiana, Ohio, Pennsylvania, and West Virginia. Neff consistently met Cognex's sales quotas and standards. In late 2021, Cognex terminated the business relationship without justification or cause.

2. Cognex's termination of the agreements with Neff is in violation of and subjects Cognex to liability under the Wisconsin Fair Dealership Act, the Indiana Deceptive Franchise Practices Act, and various common law legal theories including promissory estoppel, and unjust enrichment.

THE PARTIES

3. Neff is a corporation incorporated in the State of Delaware. Its principal place of business located at 7114 Innovation Boulevard, Fort Wayne, Indiana 46898. Neff is licensed to do business in the State of Wisconsin.

4. Cognex is a corporation incorporated in Massachusetts. Its principal place of business located at One Vision Drive, Natick, Massachusetts 01760. Cognex is licensed to do business in the State of Wisconsin.

JURISDICTION AND VENUE

5. Neff realleges and incorporates by reference paragraphs 1 to 4 of the Complaint.

6. Jurisdiction is proper under Wis. Stat. § 801.05 because Cognex is engaged in and does substantial business within this state.

7. Venue is proper in Dane County under Wis. Stat. §§ 801.50(2)(a) and 801.50(2)(c) because the claims arise out of actions that occurred in Dane County and were directed towards a corporation that operates in Dane County, and Cognex does substantial business in Dane County.

BACKGROUND FACTS

8. Neff realleges and incorporates by reference paragraphs 1 to 7 of the Complaint.

9. Neff is a fourth-generation family-owned business. At all times relevant to this lawsuit, Neff primarily engaged in the sale of products and provided services, which are aimed at enhancing the automation process for their customers.

10. Cognex manufactures vision systems, software, sensors, and industrial barcode readers used in manufacturing automation (“Cognex Products”).

11. At all times relevant to this lawsuit, Neff was authorized to sell Cognex Products in Wisconsin, Indiana, Ohio, Pennsylvania, and West Virginia.

The Relationship Between Neff and Cognex

12. Neff's relationship with Cognex dates back twelve (12) years, starting when Neff was first authorized to sell Cognex Products in Indiana.

13. Shortly thereafter, the relationship between Neff and Cognex expanded, in which Neff was authorized to sell Cognex Products in Wisconsin, Ohio, Pennsylvania, and West Virginia.

14. Since the inception of the relationship between Neff and Cognex, Neff entered into a series of agreements with Cognex for each territory which Cognex always renewed as a matter of course.

15. Neff has spent *more than 12 years* building and promoting the Cognex brand throughout Wisconsin, Indiana, Ohio, Pennsylvania, and West Virginia. Neff committed a significant amount of time, resources, and working capital to support the Cognex brand.

16. For example, and without limitation, Neff invested significant sums in Cognex demonstration equipment in order to promote Cognex Products. Neff also dedicated numerous full-time employees consisting of both product managers and application engineers to assist Cognex accounts.

17. On or about January 1, 2021, Neff and Cognex entered into a Strategic Partner Agreement for Neff to continue as a dealer to sell Cognex Products within a certain territory of Wisconsin ("Wisconsin Agreement"). A copy of the Wisconsin Agreement is attached hereto as **Exhibit A.**

18. On or about January 1, 2021, Neff and Cognex entered into a Strategic Partner Agreement for Neff to continue as a dealer to sell Cognex Products within a certain territory of Indiana ("Indiana Agreement"). A copy of the Indiana Agreement is attached hereto as **Exhibit B.**

19. On or about January 1, 2021, Neff and Cognex entered into a Strategic Partner Agreement for Neff to continue as a dealer to sell Cognex Products within a certain territory in Ohio, Pennsylvania, and West Virginia (“Ohio, Pennsylvania, and West Virginia Agreement”). A copy of the Ohio, Pennsylvania, and West Virginia Agreement is attached hereto as Exhibit C.

20. The Wisconsin Agreement, Indiana Agreement, and the Ohio, Pennsylvania, and West Virginia Agreement (collectively “Agreements”) were substantially similar to agreements entered between Neff and Cognex in prior years. Under the Agreements, Neff was prohibited from selling, directly or indirectly, any products that perform similar functions to, or otherwise compete with, Cognex Products. In prior years, Cognex renewed the Agreements without question and as a matter of course.

21. The Agreements granted Neff a license to use applicable Cognex trademarks in its marketing and promotional materials to enhance Neff’s promotion, marketing, and sale of Cognex Products.

22. The Agreements also set forth annual sales quotas and standards for Neff to meet, which Neff consistently outperformed and exceeded.

23. As a result of the efforts and investments made by Neff in Wisconsin, Indiana, Ohio, Pennsylvania, and West Virginia under the Agreements, Cognex’s name became a known brand to customers and potential customers in those geographical areas.

24. Because of Neff’s performance in consistently meeting Cognex’s sales quotas and the parties long-standing business relationship, Neff had no reason to believe that Cognex would unilaterally and unlawfully terminate the relationship in late 2021.

Cognex's Unlawful Termination of its Business Relationship with Neff

25. On or around November 2, 2021, Neff employees attended a meeting with Cognex employees during which Cognex advised that it would be terminating its business relationship with Neff effective December 31, 2021.

26. Immediately following the meeting, Neff received a letter dated November 2, 2021, from Cognex stating that Cognex would not be renewing the Agreements set to expire on December 31, 2021 ("November 2 Letter"). Attached hereto as **Exhibit D** is a copy of the November 2 Letter.

27. Neither the meeting nor the November 2, 2021 Letter set forth any reasons or justifications for Cognex's termination of its business relationship with Neff.

28. Cognex's termination of the business relationship came as a complete surprise to Neff because Cognex never stated or even suggested that Neff's performance as a dealer was insufficient in any way or claimed that Neff had to rectify an alleged deficiency.

29. Upon information and belief,

30. As a result of Cognex's termination of the business relationship, Neff was required to inform its existing and prospective customers that it was no longer authorized to sell Cognex Products beginning January 1, 2022, thereby jeopardizing Neff's goodwill and customer relationships.

31. On December 13, 2021, Neff, through counsel, provided notice to Cognex that its unlawful termination of the Agreements subjected Cognex to liability under various legal theories including, but not limited to, the Wisconsin Fair Dealership Law. Attached hereto as **Exhibit E** is a copy of the December 13, 2021 letter from Neff to Cognex.

32. On December 29, 2021—just two days prior to the date in which Neff would no longer be authorized to sell Cognex products and after Neff had told its customers that it would no longer be authorized to sell Cognex products—Cognex purported that it was withdrawing its November 2, 2021 Notice of Non-Renewal. Attached hereto as **Exhibit F** is a copy of the December 29, 2021 letter from Cognex to Neff (through counsel).

33. Cognex’s purported withdrawal of its non-renewal was ineffective and a clear indication that even it realizes it violated of the Wisconsin Fair Dealership Act.

CAUSES OF ACTION

FIRST CLAIM

Violation of the Wisconsin Fair Dealership Act (“WFDL”)

34. Neff realleges and incorporates by reference paragraphs 1 to 33 of the Complaint.

35. Prior to Cognex’s termination of the Neff and Cognex business relationship, the relationship between Neff and Cognex was a “dealership” as defined in Wisconsin Statute § 135.02(3).

36. Cognex did not have “good cause” to terminate the dealership as defined in Wisconsin Statute § 135.02(4).

37. The adverse actions taken by Cognex including the termination and/or non-renewal of the Agreements are in violation of Wisconsin Statute § 135.03.

38. Cognex failed to provide Neff with at least 90 days written notice of termination and/or non-renewal of the Agreements, in violation of Wisconsin Statute § 135.04.

39. Cognex failed to provide Neff with notice that it had 60 days to rectify any alleged deficiency prior to Cognex’s termination and/or non-renewal of the Agreements in violation of Wisconsin Statute § 135.04.

40. Cognex failed to provide Neff with any reasons for termination and/or non-renewal of the Agreements, in violation of Wisconsin Statute § 135.04.

41. As a result of Cognex's violations of the WFDL, Neff has suffered damages including, but not limited to, lost sales, lost revenue, and loss of investment.

42. Pursuant to Wisconsin Statute § 135.045, Cognex is obligated to repurchase all inventories sold by Cognex to Neff at fair wholesale market value.

43. Pursuant to Wisconsin Statute § 135.06, Neff is entitled to damages as a consequence of Cognex's violations of the WFDL, together with the actual costs of the action, including reasonable actual attorney's fees.

SECOND CLAIM
Violation of the Indiana Deceptive Franchise Practices Act

44. Neff realleges and incorporates by reference paragraphs 1 to 43 of the Complaint.

45. The Indiana Deceptive Franchises Practices Act, Indiana Code § 23-2-2.7-1 applies to the relationship between Neff and Cognex because Neff's franchise extends to Indiana.

46. The relationship between Neff and Cognex was a "franchise" as defined in Indiana Code § 23-2-2.7-5.

47. The Agreements purport to allow Cognex to establish a franchisor-owned outlet engaged in substantially identical business to that of Neff, in violation of Indiana Code § 23-2-2.7-1.

48. The Agreements purport to limit litigation brought for breach of the Agreements by denying Neff a trial by jury, in violation of Indiana Code § 23-2-2.7-1.

49. Cognex failed to provide Neff with at least 90 days' notice of termination or non-renewal of the Agreements, in violation of Indiana Code § 23-2-2.7-3.

50. As a result of Cognex's violations of the Indiana Deceptive Franchise Practices Act, Neff has suffered damages.

51. Pursuant to Indiana Code § 23-2-2.7-4, Neff is entitled to bring an action to recover damages in an amount to be determined at trial.

THIRD CLAIM
Promissory Estoppel

52. Neff realleges and incorporates by reference paragraphs 1 to 51 of the Complaint.

53. Throughout the relationship between Cognex and Neff, the parties had ongoing project reviews, customer training seminars, sales planning meetings, sales management reviews, day to day sales calls, and joint activities.

54. The aforementioned activities spanned from one contract year to next with no expectation or communication from Cognex to Neff that Cognex would end its business relationship with Neff.

55. Cognex made promises to Neff that Neff would continue to operate as an authorized dealer and as such Cognex would renew the Agreements as it had for the past 12 years.

56. Cognex intended for Neff to rely on that promise and reasonably expected that its promise would induce Neff to commit to and invest in further promoting and selling Cognex products.

57. Neff did in fact rely on that promise.

58. Cognex breached its promise when it terminated and/or failed to renew the Agreements.

59. As a result of Cognex's breach, Neff has suffered damages including, but not limited to, lost sales and lost investment in an amount to be determined at trial.

FOURTH CLAIM
Unjust Enrichment

60. Neff realleges and incorporates by reference paragraphs 1 to 59 of the Complaint.

61. When Neff invested significant time, resources, and working capital for the promotion, marketing, and sale of Cognex Products, Neff conferred a benefit upon Cognex.

62. Cognex has knowledge and appreciation of the benefits conferred on it by Neff as Cognex's sales increased and its name became known to customers and potential customers due to the goodwill Neff established for Cognex in the market.

63. It is inequitable for Cognex to retain the benefits conferred on it by Neff without providing the value of those benefits.

64. As a result, Cognex has been unjustly enriched and has caused damages to Neff in an amount to be determined at trial.

REQUEST FOR RELIEF

WHEREFORE, Neff demands judgment as follows:

1. For an award of damages caused by Cognex's violation of the Wisconsin Fair Dealership Act, including, but not limited to, lost sales and revenue, the fair wholesale market value of all inventories sold by Cognex to Neff pursuant to Wis. Stat. § 135.045, and Neff's actual costs incurred of the above-entitled action, including reasonable actual attorney's fees, pursuant to Wis. Stat. § 135.06;

2. For an award of damages caused by Cognex's violation of the Indiana Deceptive Franchises Practices Act, including, but not limited to, lost sales and revenue;

3. For an award of damages caused by Cognex's breach of its promise when it terminated and/or failed to renew the Agreements;

4. For an award of damages sufficient to deprive Cognex of any unjust benefit, enrichment, or profit from their wrongful conduct;
5. For other and further relief as the Court may deem just and equitable.

JURY DEMAND

Neff hereby demands a jury trial on all claims or issues so triable.

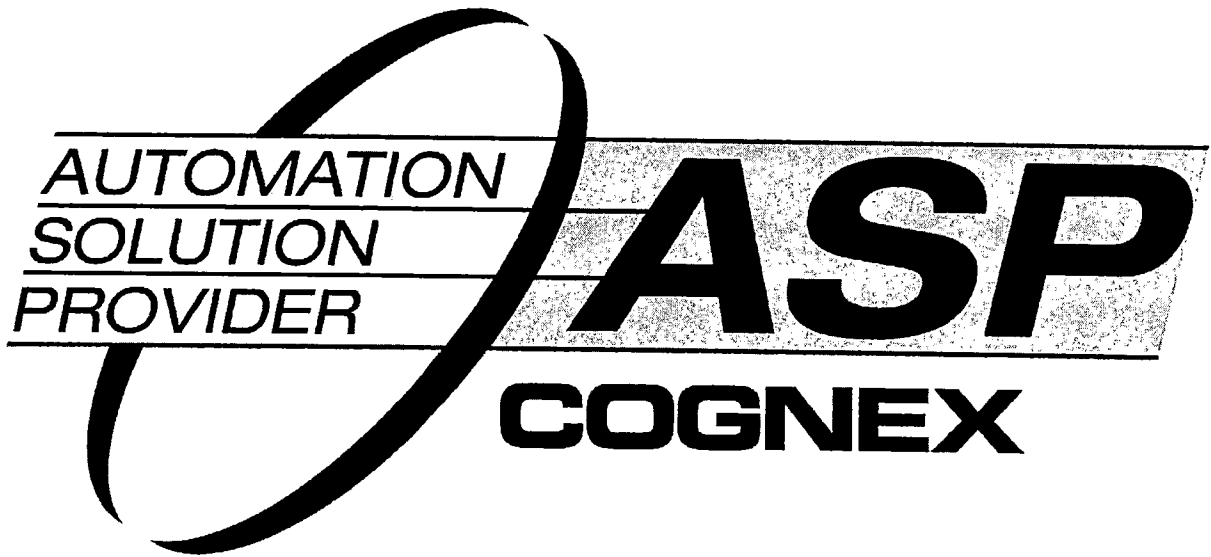
Dated this 2nd day of March 2022.

HUSCH BLACKWELL LLP
*Attorneys for Plaintiff Neff Group
Distributors, Inc.*

By: s/ Dieter J. Juedes
Dieter J. Juedes (Bar No. 1088880)
Blake A. Nold (Bar No. 1114489)

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STRATEGIC PARTNER AGREEMENT

EXHIBIT A



**COGNEX / NEFF ENGINEERING (WI)
AUTOMATION SOLUTION PROVIDER (ASP)
PARTNER AGREEMENT - Americas**

This PARTNER Agreement ("Agreement") is made and entered into by and between **Cognex Corporation**, a corporation duly organized under the laws of the Commonwealth of Massachusetts, USA, with its principal place of business at One Vision Drive, Natick, Massachusetts, USA 01760-2059 ("Cognex"), and **NEFF ENGINEERING (WI)**, duly organized with its principal place of business at **6200 W Donges Bay Road, Mequon, Wisconsin 53092 USA** ("Partner").

NOW THEREFORE, in consideration of the premises, set forth herein, Cognex and Partner hereby agree as follows:

1.0 Appointment and Definitions

Cognex hereby appoints Partner as an Automation Solution Provider ("ASP") within the Territory (as defined in Attachment 2). All capitalized terms shall have the meanings set forth in their definitions herein, including those defined within any of the Agreement's Attachments set forth in Section 4 below.

2.0 Products, Prices, Discounts

Cognex will sell the Products (as defined in Attachment 1), accessories and services to Partner for its own account at the discounts set forth in accordance with the Product Discount Schedule set forth in the Partner's Annual Sales and Marketing Plan (SMP), Attachment 2. Such discounts will apply to Product list prices in effect on the date of purchase order acceptance by Cognex. The standard Product list prices shall be communicated to Partner via e-mail and/or via the Cognex Partner Portal, access to which will be provided by Cognex. This Agreement shall not apply to any other Cognex product currently offered or future products to be offered for sale by Cognex unless the parties agree in writing to include such products.

3.0 Term

This Partner Agreement shall commence on the Effective Date and expire on December 31, 2021, unless sooner terminated in accordance with the terms of this Agreement, including its attachments. This Agreement shall not expire if the parties have both signed an amendment extending this Agreement, prior to the expiration of the Agreement's then current term (initial term or renewal term, as applicable). "Effective Date" means the date which is the later of the date this Agreement is last signed by both parties hereto or January 1, 2021.

4.0 Additional Terms

This Partner Agreement includes the following attachments (each an "Attachment" and collectively the "Attachments"), included herewith and incorporated herein by reference:

- Attachment 1 - Regional Terms and Conditions Supplement
- Attachment 2 - Sales and Marketing Plan ("SMP")
- Attachment 2A - Cognex Fiscal Calendar

5.0 Entire Agreement; Precedence

This Agreement, including its Attachments, constitutes the entire agreement between the parties hereto and supersedes all prior agreements, representations, warranties, statements, promises, information, arrangements and understandings, whether oral or written, express or implied, between the parties hereto with respect to the subject matter hereof. No modification of this Agreement shall be valid unless in writing and signed by both parties. This Agreement and its Attachments set forth the terms and conditions applicable to Partner purchase orders issued during the term of this Agreement, irrespective of whether this Agreement is referenced by such purchase orders, and replaces in their entirety all of the pre-printed terms and conditions appearing on Partner purchase order form and any Cognex return document. The terms and conditions of sale herein and any Attachments hereto take precedence over Partner's additional or different terms to which notice of objection is hereby given. Neither Cognex's commencement of performance nor delivery shall be deemed or construed as acceptance of Partner's additional or different terms. In the event of conflict between the terms of this Agreement and its Attachments, the following order of precedence shall apply: (A) this Agreement, (B) Attachment 2, and (C) Attachment 1.

6.0 Counterparts

This Agreement may be executed in two or more counterparts, which together shall constitute a single agreement. This Agreement and any documents relating to it may be executed and transmitted to any other party (i) by facsimile, (ii) by email of a document in "portable document format" (PDF), or (iii) by electronic signature using an electronic signature service specified by Cognex, which facsimile, PDF or electronic signature shall be deemed to be, and utilized in all respects as, an original, wet-inked document.

IN WITNESS THEREOF, Cognex and Partner hereby have executed this Agreement as of the date by which both parties have signed below.

COGNEX CORPORATION
DocuSigned by:

By: Dave Bauer
(Auth: 4C36D123F6AE4D8...)

Name: Dave Bauer
(Printed or Typed)

Title: Vice President, Sales Americas

Date: 1/30/2021

NEFF ENGINEERING (WI)
DocuSigned by:

By: Don Norman
(Auth: 503DA97371154B2...)

Name: Don Norman
(Printed or Typed)

Title: Vice President

Date: 12/31/2020



ATTACHMENT 1

Automation Solution Provider (ASP)

Regional Terms and Conditions - Americas

1.0 DEFINITIONS

- 1.1. **"Annual Sales Quota"** means the agreed-upon sales quotas for all Product Categories for each program year as specified in the Annual Sales & Marketing Plan, as defined below.
- 1.2. **"Annual Sales & Marketing Plan" or "SMP"** means the annual sales & marketing plan to be entered into by the parties each year, as further described in Section 4.0 of this Attachment. The SMP in effect at any given time shall be attached as Attachment 2 to the Agreement.
- 1.3. **"Cognex Technology"** means all knowledge, information, discoveries, patents, patent applications, copyrights, mask works, concepts, ideas and other intellectual property owned by Cognex and/or its direct or indirect affiliates, whether patentable, copyrightable or not, including without limitation, know-how, processes, methods, formulae, software algorithms and techniques, and all manifestations or embodiments thereof and improvements made thereto.
- 1.4. **"Object Code"** means the machine-readable form of computer programming code and algorithms.
- 1.5. **"Partner Portal"** means the website operated by Cognex for Cognex business Partners to place electronic purchase orders, share marketing resources and project information. The Partner Portal provides online Product information, pricing and discounts, and an online ordering system.
- 1.6. **"Products"** means the Cognex hardware and/or Cognex Software products, any related documentation and any related services offered for sale and/or license to the general public in the ordinary course of Cognex's business and listed in the Product Discount Schedule of Attachment 2.
- 1.7. **"Product Category"** means the different Product families defined in Attachment 2.
- 1.8. **"Sales Lead"** means a sales opportunity and/or project identified either by Cognex or Partner.
- 1.9. **"Software"** means the Cognex software (in Object Code format only), and any related documentation, listed or included as part of Products.
- 1.10. **"Territory"** means the geographic area defined in the applicable SMP.

2.0 TERRITORY, PRODUCTS, PRODUCT DISCOUNT SCHEDULES AND ORDERING

2.1. Territory

- 2.1.1. Partner is authorized to sell and promote the Products, pursuant to these terms and conditions, within the Agreement's designated Territory. Partner acknowledges that its appointment hereunder is nonexclusive and that Cognex reserves the right, at any time, to directly or indirectly sell or license any of the Products within Partner's Territory or anywhere in the world and to appoint system integrators, sales representatives, agents, additional Partners, or others, for the promotion, sale, resale or value-added resale and/or licensing of the Products to any customers within the Territory or anywhere in the world, without thereby incurring any commission or any other obligation to Partner.

2.2. Products and Product Discount Schedules

- 2.2.1. The specific Products Partner is authorized to sell are specified in the Product Discount Schedule set forth in Attachment 2, which also includes any Product price discounts. Such discounts will apply to Product list prices in effect on the date of purchase order acceptance by Cognex. The Product Discount Schedule will be reviewed annually as part of the SMP.
- 2.2.2. Notwithstanding the Product list price discounts set forth in the Product Discount Schedule, Cognex may occasionally offer or agree to a discount rate that varies from the Product Discount Schedule if Cognex, in its sole discretion, deems such variance appropriate or necessary to promote a particular strategic business opportunity. Variances from the Product Discount Schedule must be agreed to in writing by Cognex and shall not otherwise amend the Product Discount Schedule.
- 2.2.3. If Partner fails to meet its obligations under this Section 2.0 or the SMP, then, without limiting its other available remedies, Cognex may change the discounts, Territory and/or Products of the Agreement immediately upon written notice to Partner.
- 2.2.4. Cognex reserves the right to make changes to any Product(s), prices and discounts stated in the SMP upon 30 days' prior written notice to Partner; however, no prior notice shall be required for price decreases.

2.3. Ordering Process

- 2.3.1. Deliveries of Products pursuant to the Agreement shall be initiated by purchase orders entered by the Partner directly on the Cognex Partner Portal and are subject to acceptance by Cognex. Each purchase order shall specify a single delivery date not later than 30 days from date of issue. Partner shall specify the shipping address for each order in its purchase orders. Partner shall provide a sales forecast upon Cognex's request. The terms of the Agreement shall apply to all purchase orders.

**ASP Regional Terms and Conditions – Americas**

over any terms or conditions contained in any other documentation related to the subject matter of the Agreement and expressly exclude any of Partner's general terms and conditions contained in any purchase order or other document issued by Partner.

2.4. Point-of-Sale Reporting

- 2.4.1. Partner shall provide end user customer point-of-sale data at the time of order entry by placing all orders directly on the Cognex Partner Portal and providing the required information. Point-of-sale information shall include Customer Name, Address, Postal Code, Country, and Industry Classification. Any items identified as "Stock Order" under the appropriate Industry Classification during the order entry process must be reclassified within 30 days of order entry date. Point-of-sale information is a material requirement of the Agreement.

2.5. Discounts

- 2.5.1. Discounts granted under the Agreement are granted as compensation for Partner's substantial commitment to and focus on strengthening the Cognex brand within the Territory (recognizing Partner's targeted sales and support efforts and investment in expertise). Such discounts are based on the premise that Partner will actively approach customers (via direct mailings, e-mails, phone calls, texts or visits) only within the Territory. However, notwithstanding the foregoing, Partner may respond to unsolicited requests from customers outside the Territory if both the customer and Partner are located within the United States. Partner will report any unsolicited requests to Cognex prior to accepting such unsolicited orders so that any Product discounts can be evaluated by Cognex prior to order acceptance by Partner. Cognex reserves the right to review discounts for any Partner sales outside the Territory and to revise such discounts in Cognex's sole discretion.

3.0 DELIVERY, PAYMENT AND WARRANTY TERMS**3.1. Delivery Terms**

- 3.1.1. Delivery terms are (a) f.o.b. origin (Cognex facility) if Partner is within the United States, or (b) FCA (Incoterms 2000) if Partner is outside of the United States. Title to and possession of Product hardware passes from Cognex upon delivery to Cognex's shipping point, subject to the limitations herein, and Cognex shall have satisfied all delivery obligations at that time, whereupon Partner assumes all responsibility for and risk of loss or damage to the Product. Cognex hereby retains a security interest in Products until the purchase price thereof has been paid in full to Cognex. In the event of default by Partner, Cognex shall have all rights and remedies of a secured creditor under any and all applicable laws. In the event that Partner delivers title to such Product to a third party, Partner hereby assigns to Cognex, as security for any outstanding payments which Partner owes Cognex, all claims for payments the Partner may have towards such third party for such Product. Cognex shall only be entitled to collect payment for the assigned claims in the event that Partner fails to meet its financial obligations towards Cognex. Partner agrees to execute financing statements and other such documents as Cognex may request in order to perfect its security interest. If Partner fails to execute such financing statements and other documents within 14 days of a request by Cognex, then Partner hereby grants Cognex full power and authority to execute and file such financing statement and other documents on Partner's behalf.

3.2. Delays

- 3.2.1. Cognex shall not be liable for delays in delivery or failure to manufacture due to causes beyond its reasonable control. In the event of any such delay or failure, Cognex shall be entitled to extend the delivery date by a commensurate period of time.

3.3. Payment

- 3.3.1. Payment terms are net 30 days from invoice date. Partner shall be subject to a credit limit as determined by Cognex. All payments shall be made in U.S. Dollars. If Partner is located outside the U.S., payments shall be by wire transfer. Cognex shall have the right to cancel any accepted purchase order or to refuse or delay shipment if Partner fails to meet applicable payment terms or if there is any adverse change in Partner's financial status. **Cognex may alter or suspend credit and payment terms whenever the payment history or financial condition of Partner warrants such action. Overdue payments will be subject to a 1.5% monthly interest rate. Partner shall be liable for all costs, expenses and attorneys' fees incurred by Cognex in the collection of delinquent accounts.** Partner shall perform its obligations under the Agreement without setoff, deduction, recoupment, or withholding of any kind for amounts owed or payable by Cognex, whether relating to Cognex's breach, bankruptcy, or otherwise and whether under the Agreement, any purchase order, or any other agreement.

3.4. Export and Ethics

- 3.4.1. **Partner's export of Cognex products, services or technology, or information about the same, outside the United States is subject to the latest export regulations issued by the U.S. government. Adherence to such regulations, in particular the U.S. export administration regulations issued by the U.S. Department of Commerce, is the Partner's responsibility.**
- 3.4.2. **Partner shall strictly comply with (i) the requirements of all applicable laws and regulations concerning ethical business practices worldwide, including but not limited to the U.S. Foreign Corrupt Practices Act (the "FCPA"), the U.K. Bribery Act and all other similar national laws prohibiting bribery and fraud in public (government) or commercial transactions, and (ii) any additional standards concerning ethical business practices which Cognex may provide to Partner in writing from time to time. Partner shall par**



ensure that its relevant personnel shall participate) in any training programs that Cognex may require from time to time in relation to Partner's obligations under this Section. Partner shall also retain such records (and, upon request, provide copies of such records to Cognex) as Cognex may require in relation to Partner's compliance with its obligations under this Section.

3.4.3. Partner represents and warrants that all of the information that it provided to Cognex during Cognex's due diligence investigation in relation to the Agreement was and remains true and accurate in all material respects, and Partner covenants that if such information changes in any material respect during the term of the Agreement, Partner shall promptly inform Cognex in writing of such change or changes.

3.4.4. Partner represents and warrants that neither it nor any of its affiliates is in violation of any applicable export controls or any sanctions, laws or regulations, including, but not limited to, U.S. sanctions administered by the U.S. Department of the Treasury's Office of Foreign Asset Control ("OFAC"). Partner also represents and warrants that neither it nor any of its affiliates is, or during the past five (5) years has been, designated on (i) any United States Government restricted parties list, including, without limitation, the U.S. Department of Commerce's Bureau of Industry and Security's Denied Persons List, Entity List or Unverified List; OFAC's Specially Designated Nationals and Blocked Persons List; or the U.S. Department of State's Directorate of Defense Trade Controls' Debarred Persons List; (ii) the U.N. Security Council Committee List Concerning Al-Qaida and Associated Individuals and Entities; (iii) the U.K. Consolidated List of Financial Sanctions Targets; (iv) The Consolidated List of Persons, Groups and Entities Subject To EU Financial Sanctions; or (v) any other relevant jurisdiction's government restricted parties list.

3.5. Taxes and Duties

3.5.1. Prices for Products exclude all sales, use and import taxes, licenses, fees, VAT and custom duties, which are in addition to the quoted prices and shall be Partner's responsibility, and any such cost incurred by Cognex will be passed on to Partner, which are in addition to the quoted prices and shall be Partner's responsibility.

3.6. Cancellation or Schedule Changes

3.6.1. Schedule changes requested by the Partner within 30 days of the scheduled Product shipment date are subject to a 5% rescheduling fee. If an order is canceled prior to the scheduled ship date, Partner will be subject to the following cancellation charges: 0-30 days before shipment: 20% of order value; 31-60 days before shipment: 10% of order value. Purchase orders or purchase order line items for custom parts or custom Products are non-cancelable.

3.7. Product Suitability

3.7.1. The performance of Products depends on a variety of parameters that are beyond the control of Cognex. Performance of Products may vary considerably from one application to the next. Cognex makes no claim, representation or warranty concerning the performance or suitability of Products for or in end user applications. The assessment of usefulness and suitability of Products for each application rests solely with Partner. Partner unilaterally establishes its own resale prices and terms regarding Products it sells to third parties.

3.8. Warranty

3.8.1. Cognex warrants hardware Products of its manufacture to be free from defects in material and workmanship for a period of 18 months from delivery. If Product hardware fails due to a defect in material or workmanship during the warranty period, the Partner (not other parties which may have physical possession) shall notify Cognex and request a return authorization. The defective Product shall then be returned to Cognex's repair center by Partner or its designee, freight prepaid, together with a failure report. If covered by this warranty, Product will either be repaired or replaced, at Cognex's option, and returned to Partner or its designee, freight prepaid. If the failed Product is covered by a Hot Swap Program, Cognex will ship within 48 hours, excluding Saturdays, Sundays and public holidays, a replacement for a failed part covered by the Hot Swap Program. The Hot Swap Program covers the cost of the shipment for the part to be replaced to the Partner's site where the Hot Swap Program was purchased. In exchange, Partner must return the failed Product to Cognex within 14 days of the receipt of the replacement, freight prepaid. If the failed Product covered by the Hot Swap Program is not received within 30 days, Partner may be invoiced the full list price of the Product. Cognex is not responsible for providing replacement hardware during the repair period. The foregoing warranty shall not apply to defects resulting from (i) improper or inadequate maintenance by Partner; (ii) Partner-supplied equipment, hardware, software or interfacing; (iii) unauthorized modifications, misuse or accidents; (iv) operation outside of the environmental specifications of the Product; or (v) improper site preparation and maintenance. Services shall be performed in a professional manner in conformity with industry standards. This warranty is in lieu of all other warranties, express or implied, including warranties of merchantability or fitness for a particular purpose. All Software is provided "as is."

4.0 ANNUAL SALES & MARKETING PLAN; OBLIGATIONS & RESPONSIBILITIES OF PARTNER

4.1. Annual Sales & Marketing Plan ("SMP")

4.1.1. Partner and Cognex agree to comply with a written mutually agreed-upon SMP. Cognex and Partner will review performance against this plan on a regular basis (at a minimum quarterly). The parties shall agree on a new SMP prior to February 1st of each subsequent calendar year for any such subsequent program year within the Agreement term. Partner will not be entitled to continued receipt of the Product Discount until the successor SMP (and its applicable quotas) are agreed upon in writing. The SMP will be signed by the parties separately and each signed SMP shall be deemed to be incorporated in the Agreement.



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4.2. **Demonstration Equipment; Meeting Facilities**

- 4.2.1. Partner agrees to purchase and maintain an adequate number of Products for demonstration, promotion and evaluation purposes as recommended by Cognex and agreed to per the SMP.
- 4.2.2. Partner agrees to maintain and utilize adequate facilities for the purpose of conducting customer demonstrations and workshops.

4.3. **Marketing Guidelines**

- 4.3.1. Partner agrees to strictly adhere to the marketing guidelines set forth in both the SMP and Partner Identity Guide while conducting marketing activities.
- 4.3.2. Partner may promote Products and itself as a Cognex partner via the internet, but shall not disclose (directly or indirectly) or advertise through the internet any Product price(s) or any Cognex printed media, including but not limited to Product catalogs.

4.4. **Project Information**

- 4.4.1. Cognex makes available to Partner the Cognex Partner Portal where Cognex and Partner will maintain Sales Leads. Partner shall enter all required project information (including but not limited to account name, customer name, address, postal code, country, industry classification, project status, and assigned Partner sales person) and shall keep this information up-to-date. Where a confidentiality agreement prohibits Partner from sharing the customer name and address, Partner shall instead assign the project a code name and provide city and state in lieu of customer name and address.
- 4.4.2. For all Cognex Sales Leads accepted by Partner, Partner shall undertake all necessary commercial actions in order to actively pursue such Cognex Sales Leads. If Partner agrees to pursue the Cognex Sales Lead, it must enter the required data on the Cognex Partner Portal and keep it up-to-date. If the Partner does not accept the Cognex Sales Lead, it must promptly send an official notification in writing to Cognex. Failure to comply with this Section 4.4.2 shall be deemed a material breach of the Agreement. In such case, Partner shall not contact the Sales Lead. Partner shall not under any circumstances offer any Competitive Products to any Sales Lead provided by Cognex. **“Competitive Products”** means any products that perform similar functions to, or otherwise compete with, directly or indirectly, Cognex Products, as solely determined by Cognex.
- 4.4.3. For all Cognex Sales Leads and customer introductions supplied by Cognex, Partner agrees to offer only Cognex Products, and no Competitive Products, for the application and customer location specified in the Sales Lead or introduction. If Partner is unable to identify a suitable Cognex Product for such Sales Leads, Partner will return the Sales Lead to Cognex.

4.5. **Annual Quotas**

- 4.5.1. Partner shall use its best efforts to promote and sell Products in the Territory as well as achieve its Annual Sales Quotas for each Product Category as set forth in the applicable SMP. If the Partner fails to achieve its quotas, Cognex may avail itself of any remedy set forth herein or within the applicable SMP.

4.6. **Partner Obligations**

- 4.6.1. The following states specific authority and responsibilities of the Partner for the term of the Agreement. Partner shall:
 - a) Actively sell and promote Products in, and only in, the Territory;
 - b) Offer its customers value-added services, including training, consultancy and integration assistance;
 - c) Offer its customers Software support and application development services independent of Cognex (Partner may resell Cognex's hardware support programs, but Cognex's responsibilities shall be solely to Partner);
 - d) Use due care and skill in performing its obligations hereunder and comply with all applicable laws;
 - e) Not modify or alter Products without prior written consent of a duly authorized representative of Cognex;
 - f) Take no action which will bring Cognex or any Product into disrepute;
 - g) Not engage in misleading, deceptive or unethical practices;
 - h) Not engage in the auction of Products, or the aiding or abetting of others in doing so;
 - i) Meet all SMP requirements, including all SMP “Investment” requirements set forth in the applicable SMP table, for each program year of the Agreement;
 - j) Not make any representations, warranties, or guarantees to customers with respect to the specifications, features or capabilities of Products that deviate from then-current published literature or documentation made available by Cognex; and
 - k) Establish and maintain an appropriate organization (legal entity) to actively sell, promote and support Products and comply with the Agreement in the Territory. Partner shall provide Cognex with organization charts depicting the relevant individuals in the Territory within the organization.



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- 4.6.2. Unless otherwise agreed to in writing by a member of the Cognex sales management team, Partner shall not during the term of the Partner Agreement offer for sale any Competitive Products. If further clarification is required as to whether a product is a Competitive Product, Partner shall seek prior determination from Cognex as to whether any such product is a Competitive Product before marketing, selling or licensing any other supplier's products. Notwithstanding Section 10.1.2(a) below, if Partner breaches this Section 4.6.2 or if Cognex reasonably believes that Partner intends to breach this Section 4.6.2, Cognex may: (i) reduce the Partner's Qualifying Tier Level in Section 1.0 "Product Discount Schedule" of the Sales and Marketing Plan in Attachment 2, or (ii) terminate this agreement upon written notice to Partner, with immediate effect, and Partner shall have no ability to cure such breach or intended breach.
- 4.6.3. Partner, including its employees, officers, directors and other individuals with an ownership interest in Partner ("**Representatives**"), shall not engage, participate or invest, directly or indirectly, in any capacity in any business that is either a Partner customer or sells, directly or indirectly, Competitive Products. Any Partner, ownership interest in such businesses combined with any ownership interests of its Representatives in such businesses resulting from open-market purchases of one (1%) percent or less of the capital stock of such business, the stock of which is regularly traded on a public stock exchange or in the over-the-counter market and where the Partner or its Representatives, as the case may be, has no involvement in such entity or its business activities other than exercising voting rights as an equity holder, shall not constitute a violation of this provision.

Failure to meet these Section 4.0 obligations shall constitute a material breach of the Agreement.

5.0 OBLIGATIONS AND RESPONSIBILITIES OF COGNEX

- 5.1. Cognex will, at its discretion, transfer Sales Leads when such leads require Partner support and are based in Partner's Territory. Sales Leads will be made available to Partner via the Cognex Partner Portal.
- 5.2. Cognex will, at its discretion, provide marketing expertise and assistance to a reasonable extent to help Partner accelerate the growth of its business.
- 5.3. Cognex will provide technical updates and Product roadmap briefings to Partner.
- 5.4. Cognex will, at its sole discretion, provide suitably qualified personnel to assist Partner in developing expertise to host seminars, classroom training and workshops.
- 5.5. Cognex will provide such other support as stated in the applicable SMP.

6.0 CONFIDENTIALITY, NON-DISCLOSURE AND PERSONAL DATA

- 6.1. "**Recipient**" means the party hereto (including its direct and indirect affiliates) receiving Confidential Information in connection with the Agreement; "**Discloser**" means the party hereto (including its direct and indirect affiliates) disclosing Confidential Information in connection with the Agreement.
- 6.2. Recipient shall hold in confidence and shall not disclose any Confidential Information it receives from Discloser to any other person, firm, or entity, associated or otherwise, or use the Confidential Information for any purpose except the performance of its obligations under the Agreement, except as expressly permitted by Discloser ("**Permitted Purpose**") and, only to the extent necessary for the execution of such Permitted Purpose.
- 6.3. "**Confidential Information**" means as all information disclosed by Discloser to Recipient that is either (i) identified as proprietary or confidential at the time of disclosure, or (ii) of a nature such that a reasonable person would consider the information/materials to be confidential or proprietary in nature under the circumstances.
- 6.4. Recipient shall protect Confidential Information with at least the same degree of care with which it protects its own confidential information, but in no case with less than a reasonable degree of care. Information shall not be deemed Confidential Information and Recipient shall have no obligation with respect to any information to the extent that it can be proven by Recipient's written records that said information: (1) was already known to Recipient prior to receipt from or disclosure by Discloser, without obligation of confidentiality; (2) is or becomes publicly known without breach of the Agreement by Recipient; (3) is received from a third party without similar restriction and without breach of the Agreement; (4) is independently developed by Recipient without reference to, or use of, Discloser's Confidential Information; or (5) is disclosed to the extent required to comply with a judicial order or applicable governmental regulation or statutory requirement, provided that Recipient provides Discloser with advance notice of the requirement and an opportunity to object to any disclosure. Partner shall have no proprietary interest in information pertaining to the sale and/or license of Products, including customer information.
- 6.5. Recipient shall be entitled to disclose Confidential Information only to its employees, consultants and subcontractors ("**Agents**") who have a need for such disclosure to fulfill the Permitted Purpose. Any such Agents receiving Confidential Information shall be bound by the terms of this Section 6, or shall be bound by a similar agreement with terms at least as protective as the terms of the confidentiality obligation hereunder, and Recipient shall be responsible for such obligations of its Agents.
- 6.6. Confidential Information of a party shall be and remain the property of that party, and written or tangible Confidential Information and any copies thereof, shall be promptly returned to Discloser or destroyed at Discloser's option and request. The disclosure of Confidential Information shall not be construed as Discloser granting or conferring to Recipient any patent or other intellectual property rights by license or otherwise, whether express or implied. Information pertaining to the sale or use of Cognex Products by customers and end users shall not, as between Cognex and Partner, be deemed Partner Confidential Information.



- 6.7. Recipient's obligation of confidentiality hereunder shall survive termination of the Agreement for a period of five (5) years from the date of disclosure of Confidential Information.
- 6.8. Partner will take all necessary steps to comply with any applicable data privacy laws when handling any personal data which Cognex may provide.

7.0 OWNERSHIP OF COGNEX TECHNOLOGY; SOFTWARE LICENSES

7.1. Cognex Technology

- 7.1.1. Partner recognizes and acknowledges that Cognex Technology is the sole property of Cognex, and Partner agrees that, except as provided in Sections 7 and 8, Partner will acquire no right, title or interest, whether express or implied, in or to the use of the Cognex Technology.

7.2. Software License

- 7.2.1. All Cognex Software (including firmware) provided, directly or indirectly, to Partner is provided to Partner under license only, and not by sale. Cognex grants to Partner a limited, personal, non-exclusive, non-transferable license to distribute and sublicense the Cognex Product Software, Object Code version only, to customers in the Territory for use (i) on Cognex Products or personal computers or (ii) in connection with Cognex Products or Cognex hardware dongles sold and/or licensed by Cognex hereunder, pursuant to the terms of this license grant. Partner shall maintain records concerning its sublicense of Cognex Software, and shall allow Cognex reasonable access to such records consistent with the audit provisions of Section 11.9 herein. Except as may be required by applicable third party licenses, Partner, its agents, employees, consultants, subcontractors or other third parties within the control or under the direction of Partner, are prohibited from reverse-engineering, decompiling, copying, modifying, adapting, varying, or disassembling any portion or version of the Software, or the attempting of any of the foregoing, or the aiding or abetting of others to do so and **Partner hereby waives any rights under any applicable law with respect thereto**. Partner further acknowledges that the Software qualifies as original works and constitutes copyrighted material, and that Partner and/or its sub-licensees shall neither (a) make or distribute unauthorized copies of the Software, nor (b) acquire any ownership rights in the Software. Except as expressly licensed to Partner hereunder, all rights, title and interests to and in the Software and all extensions, enhancements and modifications thereof shall remain at all times with Cognex and any third party holding a valid interest in the Software. Partner is expressly prohibited from using any portion or version of the Software with any other software or copyrighted work in such a way that any portion or version of the Software would be required by the license terms applicable to the other software or work to be (a) made available in source code form, (b) made available without charge or at minimal charge, (c) licensed for the creation of derivative works or (d) which would require Cognex or its licensors to grant any third party any rights or immunities under any intellectual property owned by or licensed to Cognex. Portions of the Software may include one or more components that are derived from software subject to a General Public License ("**GPL**"), Lesser General Public License ("**LGPL**") or other open source license. Any such components are licensed exclusively under such GPL, LGPL or other open source license, as applicable, and not under the Software license Terms and Conditions hereinabove.
- 7.3. Partner shall display in a clearly visible location in its documentation and/or software display screens a notice that indicates to its customers that Partner's product contains copyrighted software under license from Cognex. Partner shall not remove notices or identifying characteristics from Cognex Products.

8.0 USE OF COGNEX'S TRADE NAME, TRADEMARKS AND TRAINING DOCUMENTATION

8.1. Tradename

- 8.1.1. Partner shall retain all Cognex markings, colors or other insignia that are affixed to Products at the time of Cognex's delivery. Upon written request by Partner, Cognex may permit Partner to delete any such markings. Non-Cognex equipment sold by Partner shall not bear Cognex markings.

8.2. Trademark

- 8.2.1. Subject to and expressly conditioned upon compliance with the terms herein, Cognex grants Partner a license to use applicable Cognex trademark(s) in its marketing and promotional materials (i.e., catalogs, brochures, Internet web sites, etc.) only in connection with Partner's promotion, marketing and sale of Cognex Products, and only during the term of the Agreement. Partner (i) shall in no way remove or alter any trademark or trade name on Products or other merchandise supplied to it hereunder, (ii) shall not use or register the name "Cognex" or the names of any Cognex products or any trademarks or trade names similar thereto, (iii) shall not register any internet domains containing such trademarks and (iv) shall not purchase or use the Cognex's trademarks for web advertising as a sponsored link without Cognex's prior written approval. Other than as stated in this Section 8.2.1, Partner shall acquire no right, title or interest in any Cognex trademark. Partner may not use or reproduce any Cognex trademark except as expressly provided herein.

8.3. Training Documentation

- 8.3.1. Any training documentation in the form of presentation materials, manuals and hand-outs given to Partner during Product training sessions are furnished to Partner under the terms stated herein. While the Partner shall, at the time of delivery, take ownership of the tangible media upon which the training documentation is delivered, Cognex shall retain ownership of the contents thereof, including all Cognex Technology and intellectual property therein. Cognex grants to Partner a limited, non-exclusive, royalty-free, non-transferable license, without right of sublicense except as expressly stated below, to use the delivered training documentation solely to give training and seminars.



actual or potential customers of Cognex Products, for use at a single Partner site. This license includes the right to show the training documentation to said customers, to perform multimedia presentations to them and to make electronic or hard copies of the presentation. Furthermore, this license includes the right to print hand-outs and to distribute hard copies of same to said customers for their internal use only; however, distribution by the Partner of electronic copies to customers or any other third parties is prohibited unless Cognex gives its prior written approval. Partner shall not modify the training documentation for the purpose of dissemination to Partner's actual or potential customers without the prior written approval of Cognex. Cognex reserves the right to (i) modify the training documentation from time to time, (ii) require Partner to return or destroy former versions of the training documentation within Partner's possession, including any and all copies, and (iii) provide and require the use of the updated modified version(s) of the training documentation. Except for the license granted hereinabove, Partner shall not acquire any right, title or interest in the training documentation, and all rights not granted are reserved by Cognex. **Training documentation is provided "as is" and Cognex disclaims all warranties on the training documentation.** Use of Cognex training documentation is further subject to Sections 7.1, 8.1 and 8.2 herein, and individual items of training materials may be further subject to the confidentiality terms of Section 6.0, as applicable.

9.0 INDEMNIFICATION AND LIABILITY

9.1. Cognex Indemnification

- 9.1.1. Cognex shall indemnify and defend Partner against any claim, suit, or proceeding brought against Partner by a third party insofar as such claim, suit or proceeding is based upon an assertion that Product delivered hereunder infringes upon a U.S. patent or registered copyright, provided Partner (i) notifies Cognex promptly in writing as to any such claim, suit or proceeding, (ii) grants Cognex sole control over the defense and settlement thereof, and (iii) reasonably cooperates in response to a Cognex request for assistance. Should any Product become, or in Cognex's opinion be likely to become, the subject of a cause of action of infringement, Cognex may, at its sole discretion and expense, (a) obtain for Partner the right to make continued use of such Product, (b) replace or modify such Product so that it is no longer infringing, or (c) request return of Product and upon receipt thereof refund to Partner the residual value thereof, calculated using straight line depreciation over a 5-year useful life. Cognex shall have no liability if the alleged infringement is based upon (1) the manner of combination with non-Cognex products; (2) the inspection application or manner of use of Product; (3) Partner's (or Partner's customer's) use of any older version of Software when use of a newer Cognex revision would have avoided the infringement; (4) any modification made without Cognex's written approval; (5) any modification made by Cognex pursuant to Partner's specific instructions; or (6) any intellectual property right owned by Partner, any of its affiliates or any end user, or licensed by any of the foregoing from a third party. **Notwithstanding the foregoing, in no event shall Cognex's liability to Partner under this Section 9.1.1 exceed the amount paid by Partner to Cognex for any allegedly infringing Product.**

9.2. Limitation of Liability

- 9.2.1. For any Partner indemnification claims concerning patent and/or copyright infringements (Section 9.1), the remedies and liabilities shall be as exclusively set forth in this Section 9. For any claims other than those described in the preceding sentence, liability shall be limited to proven direct damages caused by Cognex's gross negligence or willful misconduct, not to exceed the price paid to Cognex for the specific Cognex Product that is the basis of the claim.
- 9.2.2. In no event shall Cognex be liable for any special, consequential, exemplary, incidental, or indirect damages (including, but not limited to, loss of profits, revenues, data and/or use), even if advised of the possibility thereof or if otherwise foreseeable.
- 9.2.3. In no event shall Cognex be liable to end user(s) or other third parties for any damages (a) caused by or arising out of Partner's failure to perform its covenants and responsibilities, whether by reason of Cognex's alleged gross negligence, willful misconduct or otherwise; (b) caused by repairs or alterations to Product(s) done without Cognex's written approval; or (c) due to Product deterioration during periods of storage by Partner or any end user.

9.3. Partner Obligations

- 9.3.1. Partner agrees that Cognex, by entering into and performing its obligations under the Agreement, does not assume and shall not be exposed to the business and operational risks associated with (a) Partner's business; or (b) end-user use of products marketed by Partner, whether used in combination with Cognex Products or not. To the extent a claim, suit or proceeding is brought against Cognex by an end-user or other third party arising from or related to Partner's acts or omissions including, but not limited to, (i) Partner's breach of its covenants, representations and/or warranties set forth in the Agreement; (ii) those arising from or related to the content, use or misuse of other products or systems marketed by Partner in combination with Cognex Products; or (iii) representations, warranties or guarantees made by Partner to end-users with respect to Products that are inconsistent with Cognex's then current published literature or documentation, Partner shall at its expense indemnify and defend Cognex against any such claim, suit or proceeding and pay any award or settlement of damages and any related costs and expenses, including reasonable attorney's fees, incurred by Cognex and which are related to such claim, suit or proceeding.

9.4. Product Usage and Exclusions

- 9.4.1. Products are not authorized, designed, or intended for use in; no warranty is made with respect to the use of Products in; and Partner shall not permit the use of Products in any (i) nuclear equipment, (ii) aviation or aerospace equipment, (iii) weaponry, (iv) medical devices or systems intended for life support, in



or surgical implant into the human body, or (v) Life-Critical (as defined below) devices or systems (each a "Prohibited Use"), except with Cognex's prior written consent. The prohibitions of the preceding sentence also apply to the design, manufacture, construction, operation and maintenance activities associated with any Prohibited Use. "Life-Critical" devices or systems are defined as those (a) whose failure or malfunction may result in death or serious injury to people or environmental harm posing a serious risk to human health and safety, or (b) which are designed to lose less than one life per billion hours of operation. Cognex disclaims any liability in connection with any Prohibited Use by Partner, intermediary customers or end-users, and any such Prohibited Use engaged in by a party contrary to this provision shall be entirely at such party's risk. Partner shall include this provision involving the use of Products in all terms of sale and contracts with its customers and require that this provision (or terms at least as strict as this provision) be further passed along to any intermediary customers and to end-users.

10.0 TERMINATION

10.1. Termination for Convenience

10.1.1. The Agreement may be terminated at will by either Cognex or Partner upon at least 90 days' prior written notice to the other party.

10.2. Termination for Cause

10.2.1. The Agreement may be terminated for cause as follows:

- a) Upon breach of the Agreement by the other party, on 30 days' prior written notice to the party in breach; such termination will become effective at the end of the 30-day period unless the breach has been cured; *provided*, however, the occurrence of a breach which is not capable of being cured by its nature, such as a violation of Section 7, or a repeated breach that was previously cured, shall entitle the non-breaching party to immediate termination of the Agreement and no cure period will be provided;
- b) Upon dissolution, liquidation, bankruptcy, insolvency, or placing of the assets or the business of the other party in the hands of a receiver or trustee; or the filing of a petition for bankruptcy or reorganization by or against the other party;
- c) Upon expiration of the 3-month period during which any force majeure condition prevents the other party from fulfilling its obligations under the Agreement;
- d) If Partner ceases to be controlled, owned, managed, or otherwise operated by the entities or individuals in place as of the Effective Date; or
- e) Upon the occurrence of any perpetual or continual act or omission which delays performance of the obligations under the Agreement.

10.3. Cognex may further terminate the Agreement if Partner (i) fails to comply with the applicable SMP or (ii) directly or indirectly acquires any equity, ownership or management interest of a machine vision supplier or other business that sells, licenses or otherwise provides Competitive Products or, becomes associated with such through acquisition, merger, asset sale, material license agreement or similar arrangement.

10.4. In the event of termination or expiration of the Agreement, Partner shall:

- a) Immediately cease to describe itself as a Cognex Partner;
- b) Not be entitled to any separation compensation or damages of any kind. Partner waives any and all rights to claim the benefit of any law or regulation having the force of law providing for compensation due to termination of the Partner Agreement;
- c) Have no proprietary right to or interest in customers or names of customers developed by Partner relating to the sale and/or license of Products;
- d) Pay to Cognex, in full, within 30 days of such termination or default, all amounts owed to Cognex;
- e) Promptly return to Cognex any and all Cognex-owned Products, equipment, and materials, including without limitation all Software, in the possession of Partner, such items to be in the same condition as when delivered, reasonable use, wear and tear excepted;
- f) Upon Cognex request, prepay all Products to be shipped within 90 days prior to the termination and/or expiration of the Agreement;
- g) Cease use of Cognex's corporate name and trademarks or other corporate and Product identifiers, whether in print or electronic form (including without limitation, Internet usage);
- h) Cease all use of and return to Cognex any Confidential Information furnished by Cognex; and
- i) Take such action as is necessary to terminate any registration as Cognex's Partner with any governmental authority.

10.5. Inventory

- 10.5.1. Cognex does not require Partner to maintain any Product inventory and Cognex intends to maintain its own inventory to meet Partner's reasonable and foreseeable Product needs. At Partner's sole option and risk, Partner may elect to maintain a limited Product inventory. In the event that Partner does maintain any Product inventory, Partner expressly acknowledges the following:
- a) Partner shall have no right to return any Products in its inventory to Cognex or to otherwise exchange Product inventory for newer Product(s) or seek indemnity from Cognex for any unsold or unusable inventory, and expressly waives any right to do so that it may have under applicable law.
 - b) Partner shall have the right to sell its inventory of Products to end-user customers subject to the restrictions set forth within the Agreement.

11.0 MISCELLANEOUS

11.1. Assignment

- 11.1.1. The Agreement and Partner's rights and obligations pursuant to the Agreement may not be sold, assigned, or transferred by Partner, in whole or in part, without the prior written approval of Cognex.

11.2. Severability

- 11.2.1. The illegality or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any legal and enforceable provisions hereof.

11.3. Notices

- 11.3.1. Any notices required or permitted to be given hereunder shall be in writing and shall be deemed to be validly delivered if sent by personal hand delivery, overnight mail service, or mailed by certified or registered mail, return receipt requested, to the address stated in the preamble of the Agreement.

11.4. Force Majeure

- 11.4.1. A force majeure condition shall be any one or a set of circumstances beyond the reasonable control of a party where a party's performance under the Agreement is prevented or materially impaired, hindered or impeded, such as by riot, strike or other labor difficulty; or by unavailability of or delay in obtaining equipment, materials or supplies; by war, insurrection, rebellion, civil disturbance; by governmental action, inaction or authority (whether such authority be actual or assumed); by fire, flood, storm, or other Act of God; or by any other cause or causes (excepting financial inability to pay) which are beyond the reasonable control of the party when invoking force majeure. Neither party hereto shall be liable to the other for any delay or failure of performance caused by a force majeure condition.

11.5. Governing Law/Waiver of Jury Trial

- 11.5.1. The validity, interpretation, construction and performance of the Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, U.S.A., excluding its conflict of law rules and the United Nations Convention on Contracts for the International Sale of Goods. Any claim, suit or proceeding brought by either party regarding the interpretation, breach or enforcement of the Agreement or the relationship of the parties shall be exclusively filed in and heard by any court with jurisdiction to hear such disputes in Boston, Massachusetts. Notwithstanding the foregoing, because the unauthorized use, transfer or dissemination of Products or any Software or other Cognex Technology, or any Confidential Information, may irreparably harm a party, either party may, without limiting its other rights and remedies, seek equitable relief, including but not limited to injunctive relief in any court of competent jurisdiction. Each party acknowledges and agrees that any controversy that may arise under the Agreement, including any exhibits, schedules, attachments, and appendices attached to the Agreement, is likely to involve complicated and difficult issues and, therefore, each party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to the Agreement, including any exhibits, schedules, attachments, and appendices attached to the Agreement, or the transactions contemplated by the Agreement.

11.6. Headings

- 11.6.1. The headings in the Agreement and its incorporated Attachments are for reference purposes only and shall not affect in any way the meaning or interpretation of the Agreement.

11.7. Waiver

- 11.7.1. The waiver of breach of any term or condition of the Agreement shall not be deemed to constitute the waiver of any breach of the same or any other term or condition.

11.8. Survival

- 11.8.1. Expiration or termination of the Agreement shall not prejudice any rights or relieve any obligations of either party that have arisen on or before the date of expiration or termination. Any provision of the Agreement that by its very nature or context is intended to survive any termination, cancellation or expiration of the Agreement, including but not limited to provisions concerning payment of outstanding amounts, disclosure of information, representations, indemnities and limitations of liabilities, shall so survive.

11.9. Audit Rights



11.9.1. Partner shall create and maintain complete and accurate books and records relating to its performance under this Agreement for a minimum of five (5) years, including all records pertaining to the sale, use and disposition of Products, including Product Software. At any time during the term of this Agreement and for three (3) years after expiration or termination hereof, Cognex shall have the right to have an authorized Cognex representative or independent third party auditor ("Auditor") audit Partner's digital and physical books and records to assess Partner's compliance with this Agreement. Partner shall have no right to approve or reject the auditor selected by Cognex, unless such audit firm has a conflict of interest with Partner that prevents such engagement under rules of professional conduct applicable to such firm. Upon written notice of audit and at no expense to Cognex, Cognex has the right to examine and audit the pertinent books and records of Partner and Affiliates that the Auditor reasonably believes may contain information bearing upon amounts payable, reporting requirements by Partner to Cognex, and Partner's compliance with the terms of this Agreement. Within thirty (30) days of written notice of audit, Partner will: (1) make all books and records available to the Auditor to examine at the normal location where Partner maintains the books and records, (2) provide the books and records (i.e., prior to, during and after onsite inspection as the Auditor requests) in electronic native format to be retained by the Auditor in its records, and (3) provide Auditor access to interview Partner personnel in person and by telephone. Audits will be at Cognex's expense unless the audit reveals any deviation from, or non-compliance with, the requirements and obligations of this Agreement (including non-compliance by Partner with this Audit Clause); in such case, Partner shall be responsible for all costs and expenses of such audit and shall make payment to Cognex immediately upon receipt of Cognex's invoice for such audit costs and expenses. If the Auditor finds that there are any amounts underpaid by Partner to Cognex, such amounts will bear interest at the annual rate of 18% (or the maximum rate permitted under applicable law, which ever is less) compounded quarterly from the original date such amounts would have been due. Cognex shall invoice Partner for such under payment plus interest and Partner shall pay the same within thirty (30) days of receipt of invoice.

11.10. Relationship of the Parties

11.10.1. It is expressly acknowledged by the parties that (a) neither party is an employee or agent of the other and will not become an employee or agent of the other by reason of its services hereunder; (b) relating to its performance, Partner is acting in the capacity of an independent purchaser and value-added reseller of Products; and (c) the Agreement does not create a franchise relationship between Cognex and Partner. Partner is not a legal representative of Cognex, and may not assume obligations of any kind, expressed or implied, on behalf of Cognex. Cognex shall not incur any liabilities to Partner or any third party relating to any malfeasance, misrepresentations, willful misconduct or negligent acts of Partner. Each party's employees shall at all times be and remain that party's employees and not an employee of the other party. Each party shall pay all wages, salaries and other compensation due to its employees and shall be responsible for all reports, payments and other obligations regarding such employees.

11.11. Notice of Claims or Governmental Action

11.11.1. Partner shall notify Cognex in writing within 7 days of Partner's receipt of any notice of threatened or actual litigation or claims made by Partner's customers or other parties involving Products sold to Partner. Partner shall promptly give to Cognex notice of arbitral proceedings, and of all proceedings by or before any governmental or regulatory authority or agency, and any material development with respect to such legal or other proceedings affecting Partner. Partner represents that no such claims, litigation, investigations or proceedings are now pending or threatened against it.

11.12. Partner Sales to Government End-User Customers

11.12.1. This provision applies to any and all Products, including their Software, acquired directly or indirectly by or on behalf of the U.S. Federal Government, acting through any of its agencies or subdivisions ("**Government Customer**"). Products are commercial products sold on the open market at market prices, and were developed at private expense and without the use of Government Customer funds. If Products are supplied to a Government Customer, the Government Customer acquires only the Software license rights customarily provided to the public, which are specified in Section 7.2 herein. Any re-sale of Products to any Government Customer, to the extent containing different licensing or other terms than as stated herein, shall be null and void and the Agreement shall take precedence over any such conflicting terms.

11.13. Authority

11.13.1. Partner is duly qualified to do business and is in good standing in every jurisdiction in which such qualification is required for purposes of the Agreement. Both parties have the full right, power and authority to enter into the Agreement and to perform its obligations under this Agreement. Execution of the Agreement has been duly authorized by both parties and when executed and delivered by each party, the Agreement will constitute the legal, valid, and binding obligation of the parties, enforceable against each in accordance with its terms.

11.14. Amendment and Modification

11.14.1. No amendment to or modification of the Agreement is effective unless it is in writing and signed by an authorized representative of each party.

11.15. No Third-Party Beneficiaries

11.15.1. The Agreement benefits solely the parties to this Agreement and their respective permitted successors and permitted assigns and nothing in the Agreement, express or implied, confers on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of the Agreement.



ATTACHMENT 2

Automation Solution Provider (ASP) – Americas

Annual Sales & Marketing Plan

EFFECTIVE DATE: January 1, 2021

This Annual Sales and Marketing Plan ("SMP") shall be incorporated in and shall become an integral part of the Partner Agreement for the agreed time period. Unless otherwise defined herein, all capitalized terms are as defined in the Partner Agreement, unless otherwise provided herein. In the event of conflict between the terms of the Partner Agreement and any applicable Annual SMP, the terms of the Annual SMP shall prevail.

Annual SMP Duration: The SMP duration begins on the SMP Effective Date above and extends through January 31st of the subsequent calendar year (subject to extension or renewal of the Partner Agreement). The parties shall then agree on a new Annual SMP prior to January 31st of the subsequent calendar year within the Agreement term. However, the Annual SMP shall automatically expire or terminate on the same date as the Partner Agreement without any further notice. The Annual SMP will only be renewed if the parties decide to renew the Partner Agreement.

Changes and supplements to this Annual SMP shall be made in writing. Subsequent Amendments if any shall appear in sequence as Amendment 1, 2, 3, etc. and will become part of the Partner Agreement.

COGNEX CORPORATION

DocuSigned by:

SIGNATURE:

Dave Bauer

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DATE:

1/30/2021

NEFF ENGINEERING, INC.

DocuSigned by:

SIGNATURE:

Don Norman

503DA97371154B2...

PRINTED NAME:

Don Norman

TITLE: Vice President

DATE: 12/31/2020



ASP Annual Sales & Marketing Plan – Americas

2.0 SALES BOOKING QUOTAS

Cognex Partners are measured on their ability to reach their quarterly and Annual Sales Quotas per assigned Product Category. These quotas are based on the Partner's previous year's bookings and the potential business for their Territory.

COGNEX PRODUCT CATEGORIES	QUARTERLY PURCHASING QUOTAS				TOTAL
	Q1	Q2	Q3	Q4	
Vision Systems	\$209,499	\$227,190	\$224,397	\$270,021	\$931,108
ID/Sensors/Verifiers	\$82,796	\$89,788	\$88,684	\$106,715	\$367,983
Annual Purchasing Quota	\$292,295	\$316,978	\$313,081	\$376,736	\$1,299,091

Within 2 weeks of the end of each Cognex fiscal quarter (ATTACHMENT 2A), Cognex will review Partner's purchasing performance. In the event the Partner's year-to-date ("YTD") purchases are less than 90% of the cumulative YTD Product Category quotas (total of quarterly quotas to date), Partner shall receive written notification from Cognex that Partner is in default of the Agreement. In such case, Cognex and Partner will meet and implement a Performance Improvement Plan ("PIP") acceptable to Cognex to improve Partner's performance. Partner's failure to timely and fully complete the PIP may result in termination of the Agreement.

3.0 VISION SYSTEM PERFORMANCE BONUS

3.1. Cumulative Vision System Performance Bonus Qualification

3.1.1. 90% Vision System Performance Bonus

Achieve greater than 90% but less than 100% of the cumulative Vision System quota as defined in Section 2.0, Partner earns an additional 1% discount on Product purchases.

3.1.2. 100% Vision System Performance Bonus

Achieve greater than 100% but less than 105% of the cumulative Vision System quota as defined in Section 2.0, Partner earns an additional 1% discount on Product purchases.

3.1.3. 105% Vision System Performance Bonus

Achieve greater than 105% of the cumulative Vision System quota as defined in Section 2.0, Partner earns an additional 2% discount on Product purchases.

3.2. Vision System Performance Bonus Notice

If the Partner meets the qualifications outlined in Section 3.1, the Performance Bonus will be considered earned. The Partner will be notified of the earned or unearned status within 1 week of the close of the Cognex Fiscal Quarter. The Cognex fiscal calendar is included in Attachment 2A.

3.3. Vision System Performance Bonus Application

The Performance Bonus will be applied to all booked orders in the quarter following the qualification. Example: If the Partner earns the 105% Performance Bonus for the cumulative of Q1 and Q2, the 4% Performance Bonus will be applied to all Q3 Vision System bookings.



ASP Annual Sales & Marketing Plan – Americas

ID/SENSOR PERFORMANCE BONUS

3.4. Cumulative ID/Sensor Performance Bonus Qualification

3.4.1. 90% ID/Sensor Performance Bonus

Achieve greater than 90% but less than 100% of the cumulative ID/Sensor Quota as defined in Section 2.0, Partner earns an additional 2% discount on Product purchases.

3.4.2. 100% ID/Sensor Performance Bonus

Achieve greater than 100% but less than 105% of the cumulative ID/Sensor Quota as defined in Section 2.0, Partner earns an additional 3% discount on Product purchases.

3.4.3. 105% ID/Sensor Performance Bonus

Achieve greater than 105% of the cumulative ID/Sensor Quota as defined in Section 2.0, Partner earns an additional 3% discount on Product purchases.

3.5. ID/Sensor Products Performance Bonus Notice

If the Partner meets all qualifications outlined in each of Section 4.1, the Performance bonus will be considered earned. The Partner will be notified of the earned or unearned status within 1 week of the close of the Cognex Fiscal Quarter. The Cognex fiscal calendar is included in Attachment 2A.

3.6. ID/Sensor Performance Bonus Application

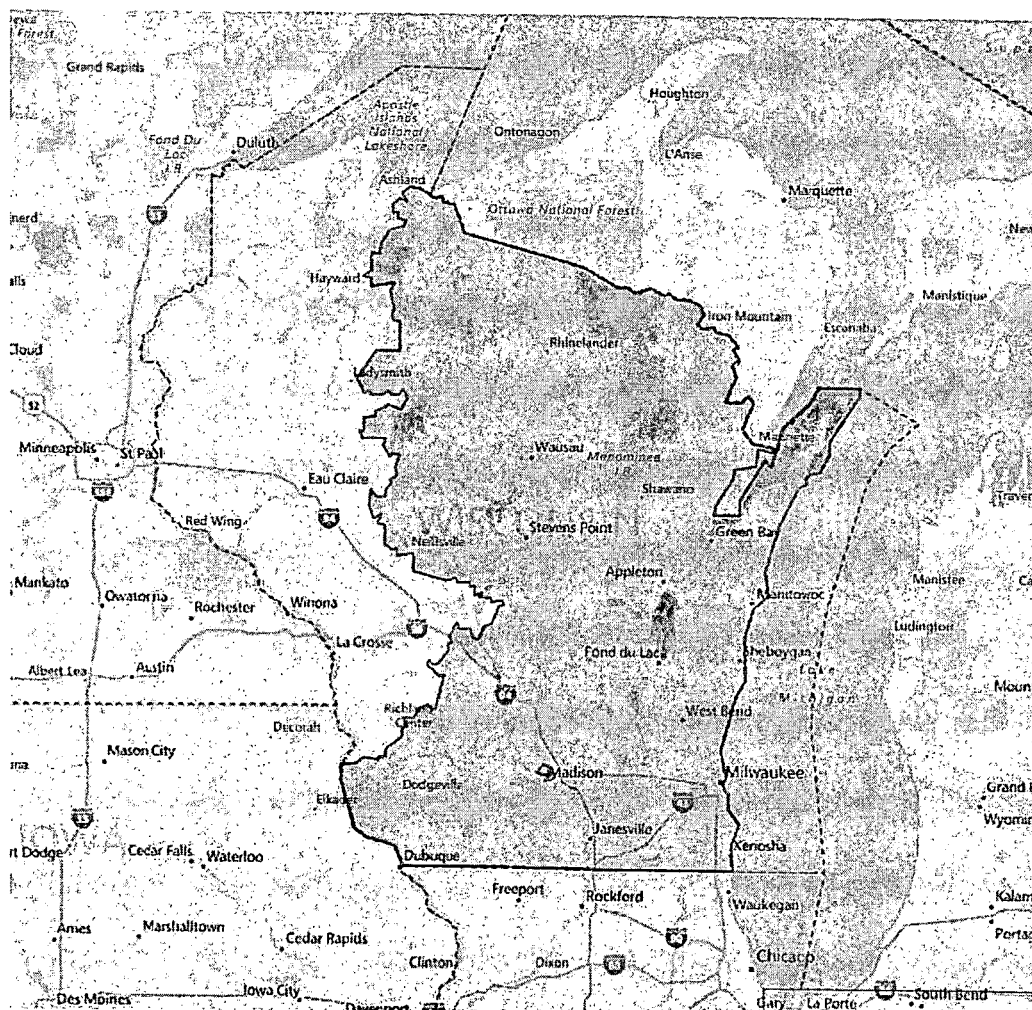
The ID/Sensor Products Performance Bonus will be applied to all booked orders in the quarter following the qualification. Example: If the partner earns the 105% ID/Sensor Performance Bonus for the cumulative of Q1 and Q2, the 8% ID/Sensor Performance Bonus will be applied to all Q3 ID/Sensor bookings.

4.0 TERRITORY (ZONE of COVERAGE)

The Territory is the list of zip codes, entire state or country, where Cognex will support the Partner through joint marketing and sales actions, including the transfer of leads. This will also be the area where the Partner is expected to focus sales and marketing efforts. The Partner is expressly prohibited from shipping products outside their Territory without written consent from the Vice President of Americas Sales.

ASP is authorized to sell Products in the following Territory:

All zip codes beginning with the first three digits of 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 541, 542, 543, 544, 545 and 549 in the state of Wisconsin.





5.0 REQUIRED STAFFING, CERTIFICATION AND TRAINING REQUIREMENTS

The Partner will maintain an adequate number of full-time, experienced personnel who are properly trained to market, sell and support the Products and otherwise perform its obligations under this Agreement. Partner will maintain qualified, full-time sales employees who devote their time and efforts to selling the Products necessary to identify and periodically contact all prospective Customers in the Territory.

5.1. Resource Definition

5.1.1. Non-Technical Account Manager

A Non-Technical Account Manager is a person who works for the Partner and is responsible for the management of sales and relationships with particular customers. Non-Technical Account Managers serve as the interface between the customer and the technical product specialists. This person is heavily reliant on the Vision/Sensor Technical Specialist for any technical requirements, demo opportunities or specific product details.

5.1.2. Technically Proficient Account Manager

A Technically Proficient Account Manager has the same responsibilities as the Non-Technical Account Manager. This resource is capable of delivering an effective product demonstration and articulates the technical details of the Cognex product portfolio. He is less reliant on the Vision/Sensor Technical Specialist but has access to these resources for advanced technical support and account planning.

5.1.3. Vision/Sensor Technical Specialist

The Vision/Sensor Technical Specialist conducts pre-sales feasibility studies, customer presentations, trade shows, training and onsite post-sales support. This person determines the right combination of Cognex Vision, Sensor hardware, lighting, optics and programing for an optimum solution. The resource works closely with Account Managers to meet/exceed their Annual Sales Quotas. The primary job duties of this person are as follows:

- Provides application feasibilities;
- Conducts technical seminars and demonstrations;
- Support trade shows;
- May provide customer technical support;
- May provide customer training;
- Timely and efficient completion of sales requests;
- Develops a broad technical knowledge of Cognex's Vision and Sensor product families.

5.1.4. The table below contains the training and certification requirements for partner staff. It's expected the partner will maintain these levels of certification and training for all staff. New employees will need to be certified after training within 90 days of hire.

COGNEX ASP CERTIFICATION & TRAINING REQUIREMENTS			
ACTIVITY	Non-Technical Account Manager	Technically Proficient Account Manager	Vision/Sensor Technical Specialist
Cognex General Sales Sensor/Vision eSchool Modules	X	X	X
Sensor/Vision Technical eSchool Modules	(optional)	X	X
Sensor/Vision Bootcamp		X	X
New Sensor/Vision Product Launch Training and Testing		X	X
Evaluation Proficiency eSchool Modules			X
EasyBuilder Training - Standard		(optional)	X
EasyBuilder Training - Advanced			X
Spreadsheet Training - Standard		(optional)	X
Spreadsheet Training - Advanced			X
In-Sight VIO Standard			X

5.1.5. Existing Technically Proficient Account Managers can achieve Certification by passing the Sales Proficiency Tests and Demo Evaluations. If they don't pass these activities, an individual learning plan will be created and administered to achieve Certification.

6.0 PERSONNEL

The personnel listing for Partner is set forth in the table below. Partner shall update the information in this table on an as-needed basis by making updates on the Partner Portal. For Technical & Non-Technical Account Managers, written notice of any vacancy must be provided to Cognex within 7 days.

Fill in all that apply.

Resource Type	Name	Title	Email	Territory (if applicable)	Focus (if applicable)
Principal					
Cognex Product Sales Manager(s)					
Vision/Sensor Technical Specialist(s)					
Account Manager(s) - Technical					
Account Manager(s) – non-Technical					

7.0 MARKETING PLAN

In addition to other requirements set forth herein, to qualify for Product discounts associated with each Tier Level classification, the Partner will conduct, at Partner's sole expense, regional marketing activities as prescribed in the Marketing Plan below, commensurate with their Tier Level qualification. Cognex may elect to participate in a Cooperative Marketing Program (COOP) where pre-approved costs could be shared with proper documentation and process provision. All such marketing activities of Partner must be consistent with and conform to Cognex's corporate programs. Partner and Cognex shall meet quarterly to discuss and analyze the effectiveness of Partner's marketing activities over the prior 3 month period and discuss future marketing activities.

PARTNER MARKETING PLAN				
ACTIVITY		TRADING	STRATEGIC	STRATEGIC +
WEBSITE	Corporate Web Site	X	X	X
	Up to date Cognex Product Page	X	X	X
	Link back to Cognex Home Page	X	X	X
	Prominent sales phone number on home page	X	X	X
LEAD MANAGEMENT	Provides closed loop reporting on all Cognex leads (within 2 weeks)	X	X	X
	Tracks Cognex provided leads via Partner Portal	X	X	X
EVENTS	Holds 4-6 Cognex Seminars a Year (min attendance 10)		X	
	Holds 7+ Cognex Seminars a Year (min attendance 10)			X
EMAIL MARKETING	Sends 4-6 Cognex related emails a year		X	
	Sends 7 or more Cognex related emails a year			X

8.0 TECHNICAL SUPPORT PLAN

In addition to other requirements set forth herein, to qualify for Product discounts associated with each Tier Level classification, the Partner must submit a Technical Support Plan acceptable to Cognex. At a minimum, this plan should have the following components:

- Partner support landing page within the Partner website that includes a general phone number and general email (e.g., support@partner.com);
- Cognex certified technical resource whose responsibilities include email and phone support for Partner customers;
- Resource coverage plan for Technical Support;
- Escalation plan for partner technical support requests to Cognex;
- Communication plan for Cognex technical support requests to Partner.

9.0 DEMO/LAB EQUIPMENT REQUIREMENT

In addition to other requirements set forth herein, to qualify for Product Discounts associated with each Tier Level classification, the Partner agrees to purchase and maintain an adequate number of Products for demonstration, promotion and evaluation purposes as recommended by Cognex and mutually agreed upon between Cognex and Partner. Cognex will offer Partner incentive programs regarding the purchase of demonstration equipment during launches of new Cognex Products. Partner shall not resell the demonstration equipment within two years of its purchase, unless prior written approval of Cognex is obtained. Should demonstration equipment be sold within two years of launch, replacement(s) need(s) to be ordered to backfill those requirements.

The following table is a projection for demo/lab equipment purchase recommendations based on the current 2021 product launch schedule. This is an estimate only to be used for budgeting purposes as dates and amounts may change based on launch schedule changes.

Projected 2021 Demo/Lab Equipment Purchase Schedule					
Partner Type	Q1	Q2	Q3	Q4	Total
Strategic ASP	\$14,000	\$1,000	\$4,500	\$3,500	\$23,000

If demo equipment is not purchased at specified quantities, within the given time frame, standard discounts may be removed until requirements are fulfilled.

10.0 SALES LOANER PROGRAM

Cognex may provide loaned equipment to Partner (for a specific purpose and for a limited time) in cases where the Partner requests equipment for application testing at Partner's customer. Partner may request loaned equipment through the local Cognex Sales Team. If Cognex agrees to provide loaned equipment, such equipment shall be provided "as is" and shall remain the property of Cognex at all times. Partner shall be responsible for the use and return of the loaned equipment. Partner agrees to return the loaned equipment to Cognex, at Partner's expense, in like new, resaleable condition by the mutually agreed end date of the loan period. Failure to return the equipment in accordance with this paragraph shall constitute a material breach of this Agreement. If Cognex has not received the returned equipment in a condition satisfactory to Cognex within 10 business days of the loan period end date, in addition to any other remedies that Cognex may have available to it, Cognex shall invoice Partner for the equipment (applying any applicable discounts) and Partner shall pay the invoice in accordance with this Agreement.

11.0 POS REPORTING

In addition to other requirements set forth herein, to qualify for Product Discounts associated with each Tier Level classification, the Partner must provide Point-of-Sale (POS) information at the time of order entry using the Cognex Partner Portal. Within 2 weeks of the end of each Cognex fiscal quarter, Cognex will review the Partner's percentage of assigned POS. In the event the Partner falls below 100% of orders reported without POS for the immediately preceding fiscal quarter, Partner shall receive written notification from Cognex that Partner is in default of the Agreement. In addition to its other rights and remedies under the Agreement, if the POS reporting is not promptly corrected, Cognex, in its sole discretion, may elect to reduce or eliminate the Partner's discounts. Once the POS information is entirely and correctly reported, discounts can be restored to previous levels.

12.0 SPECIAL PRICING REQUEST (SPR) PRICING VERIFICATION

When Cognex grants a Special Discount Request (SDR) and provides the Partner a promotional code for additional Product discounts for competitive or strategic pricing purposes, Cognex requires the Partner to provide a copy of their Customer's purchase order within ten (10) days of the Partner's receipt of such purchase order. Cognex uses the Customer's purchase order to verify that the pricing and discounts extended to the Customer match the pricing and discounts granted to the Partner pursuant to the SDR. If there is a discrepancy between the granted SDR and the actual pricing and discounts extended to the Customer in favor of the Customer, Cognex reserves the right invoice the Partner, and Partner agrees to pay, for the difference.

13.0 LOGISTICS APPLICATIONS

Prior to Partner pursuing, engaging with, or otherwise doing business with a customer that is addressing, or planning to address, a Logistics Industry application, Partner must receive Cognex's prior written consent by emailing Jared Laird, Cognex's Senior Channel Specialist, at jared.laird@cognex.com. If Cognex does not provide its written consent, Partner shall not pursue or accept the Logistics Industry business. For purposes of this Section, the "Logistics Industry" includes all retail distribution, parcel and postal, and airport baggage handling applications. This includes applications that involve automated sortation, dimensioning, pallet scanning, print and apply, presentation scanning, and other warehousing applications.

ATTACHMENT 2A Cognex Fiscal Calendar

In 2021, there are 245 total working days (weekends NOT included).

WEEK #	JANUARY (20 mfg days)							WEEK #	JULY (19 mfg days)						
	MON	TUE	WED	THU	FRI	SAT	SUN		MON	TUE	WED	THU	FRI	SAT	SUN
1					1	2	3	27	5	6	7	8	9	10	11
2	4	5	6	7	8	9	10	28	12	13	14	15	16	17	18
3	11	12	13	14	15	16	17	29	19	20	21	22	23	24	25
4	18	19	20	21	22	23	24	30	26	27	28	29	30	31	1
5	25	26	27	28	29	30	31								
WEEK #	FEBRUARY (19 mfg days)							WEEK #	AUGUST (20 mfg days)						
	MON	TUE	WED	THU	FRI	SAT	SUN		MON	TUE	WED	THU	FRI	SAT	SUN
5	1	2	3	4	5	6	7	31	2	3	4	5	6	7	8
6	8	9	10	11	12	13	14	32	9	10	11	12	13	14	15
7	15	16	17	18	19	20	21	33	16	17	18	19	20	21	22
8	22	23	24	25	26	27	28	34	23	24	25	26	27	28	29
WEEK #	MARCH (25 mfg days)							WEEK #	SEPTEMBER (24 mfg days)						
	MON	TUE	WED	THU	FRI	SAT	SUN		MON	TUE	WED	THU	FRI	SAT	SUN
9	1	2	3	4	5	6	7	35	30	31	1	2	3	4	5
10	8	9	10	11	12	13	14	36	6	7	8	9	10	11	12
11	15	16	17	18	19	20	21	37	13	14	15	16	17	18	19
12	22	23	24	25	26	27	28	38	20	21	22	23	24	25	26
13	29	30	31	1	2	3	4	39	27	28	29	30	1	2	3
WEEK #	APRIL (20 mfg days)							WEEK #	OCTOBER (20 mfg days)						
	MON	TUE	WED	THU	FRI	SAT	SUN		MON	TUE	WED	THU	FRI	SAT	SUN
14	5	6	7	8	9	10	11	40	4	5	6	7	8	9	10
15	12	13	14	15	16	17	18	41	11	12	13	14	15	16	17
16	19	20	21	22	23	24	25	42	18	19	20	21	22	23	24
17	26	27	28	29	30	1	2	43	25	26	27	28	29	30	31
WEEK #	MAY (20 mfg days)							WEEK #	NOVEMBER (18 mfg days)						
	MON	TUE	WED	THU	FRI	SAT	SUN		MON	TUE	WED	THU	FRI	SAT	SUN
18	3	4	5	6	7	8	9	44	1	2	3	4	5	6	7
19	10	11	12	13	14	15	16	45	8	9	10	11	12	13	14
20	17	18	19	20	21	22	23	46	15	16	17	18	19	20	21
21	24	25	26	27	28	29	30	47	22	23	24	25	26	27	28
WEEK #	JUNE (24 mfg days)							WEEK #	DECEMBER (19 mfg days)						
	MON	TUE	WED	THU	FRI	SAT	SUN		MON	TUE	WED	THU	FRI	SAT	SUN
22	31	1	2	3	4	5	6	48	29	30	1	2	3	4	5
23	7	8	9	10	11	12	13	49	6	7	8	9	10	11	12
24	14	15	16	17	18	19	20	50	13	14	15	16	17	18	19
25	21	22	23	24	25	26	27	51	20	21	22	23	24	25	26
26	28	29	30	1	2	3	4	52	27	28	29	30	31		

LEGEND:

US Holiday
US Shutdown

RED = END OF FISCAL MONTH
Green = Earnings Release



Certificate Of Completion

Envelope Id: C678CFB0DD0B4B9DA845E0D019B40626

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Signer Events

Don Norman

dnorman@neffautomation.com

Vice President

Security Level: Email, Account Authentication
(None)

Signature

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Don Norman
603DA97371154B2...

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Signature Adoption: Pre-selected Style

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Dave Bauer

dave.bauer@cognex.com

Vice President, Sales Americas

Security Level: Email, Account Authentication
(None)

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Accepted: 2/24/2019 2:32:37 AM

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In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Cognex Legal

legal@cognex.com

Security Level: Email, Account Authentication
(None)

COPIED

Sent: 1/30/2021 6:15:32 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
Paul Klinker Paul.Klinker@cognex.com Regional Sales Manager Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 1/30/2021 6:15:33 PM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/29/2020 4:06:28 PM
Certified Delivered	Security Checked	1/30/2021 6:15:04 PM
Signing Complete	Security Checked	1/30/2021 6:15:29 PM
Completed	Security Checked	1/30/2021 6:15:33 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Cognex Corporation (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Cognex Corporation:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: privacy@cognex.com

To advise Cognex Corporation of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at leah.levy@cognex.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Cognex Corporation

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to leah.levy@cognex.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Cognex Corporation

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to privacy@cognex.com and in the body of such request you must state your email, full name, mailing address, and telephone number. Name, email address.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

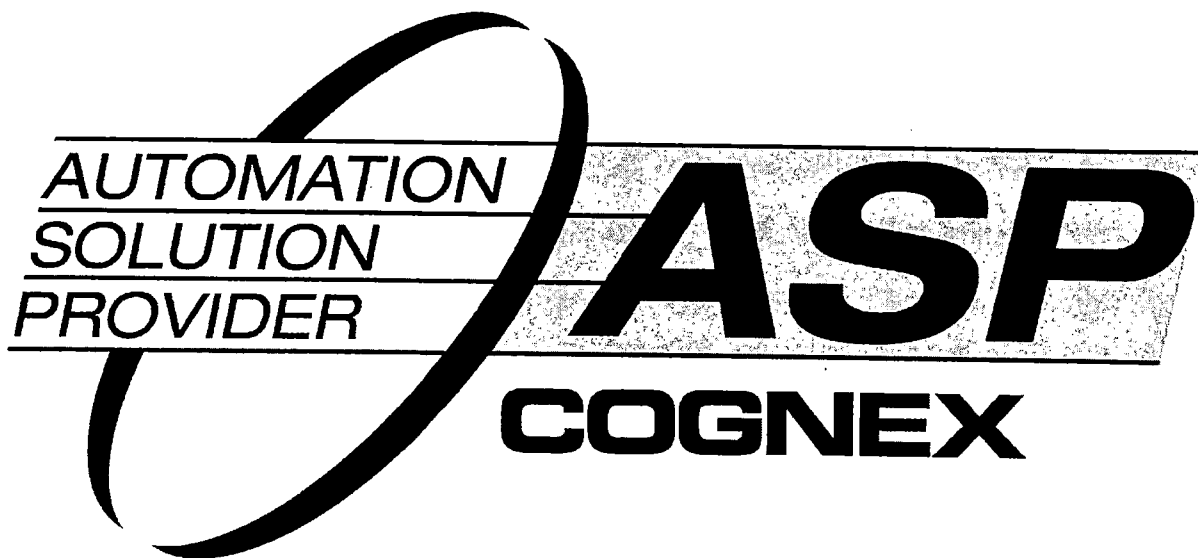
Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

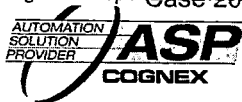
- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Cognex Corporation as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Cognex Corporation during the course of your relationship with Cognex Corporation.

FILED
03-02-2022
CIRCUIT COURT
DANE COUNTY, WI
2022CV000460
Honorable Jacob Frost
Branch 9



STRATEGIC PARTNER AGREEMENT

EXHIBIT B



**COGNEX / NEFF ENGINEERING (IN)
AUTOMATION SOLUTION PROVIDER (ASP)
PARTNER AGREEMENT - Americas**

This PARTNER Agreement ("Agreement") is made and entered into by and between **Cognex Corporation**, a corporation duly organized under the laws of the Commonwealth of Massachusetts, USA, with its principal place of business at One Vision Drive, Natick, Massachusetts, USA 01760-2059 ("Cognex"), and **NEFF ENGINEERING (IN)**, duly organized with its principal place of business at **9325 Uptown Drive, Suite 100, Indianapolis, IN, USA 46256** ("Partner").

NOW THEREFORE, in consideration of the premises, set forth herein, Cognex and Partner hereby agree as follows:

1.0 Appointment and Definitions

Cognex hereby appoints Partner as an Automation Solution Provider ("ASP") within the Territory (as defined in Attachment 2). All capitalized terms shall have the meanings set forth in their definitions herein, including those defined within any of the Agreement's Attachments set forth in Section 4 below.

2.0 Products, Prices, Discounts

Cognex will sell the Products (as defined in Attachment 1), accessories and services to Partner for its own account at the discounts set forth in accordance with the Product Discount Schedule set forth in the Partner's Annual Sales and Marketing Plan (SMP), Attachment 2. Such discounts will apply to Product list prices in effect on the date of purchase order acceptance by Cognex. The standard Product list prices shall be communicated to Partner via e-mail and/or via the Cognex Partner Portal, access to which will be provided by Cognex. This Agreement shall not apply to any other Cognex product currently offered or future products to be offered for sale by Cognex unless the parties agree in writing to include such products.

3.0 Term

This Partner Agreement shall commence on the Effective Date and expire on December 31, 2021, unless sooner terminated in accordance with the terms of this Agreement, including its attachments. This Agreement shall not expire if the parties have both signed an amendment extending this Agreement, prior to the expiration of the Agreement's then current term (initial term or renewal term, as applicable). "Effective Date" means the date which is the later of the date this Agreement is last signed by both parties hereto or January 1, 2021.

4.0 Additional Terms

This Partner Agreement includes the following attachments (each an "Attachment" and collectively the "Attachments"), included herewith and incorporated herein by reference:

- Attachment 1 - Regional Terms and Conditions Supplement
- Attachment 2 - Sales and Marketing Plan ("SMP")
- Attachment 2A - Cognex Fiscal Calendar

5.0 Entire Agreement; Precedence

This Agreement, including its Attachments, constitutes the entire agreement between the parties hereto and supersedes all prior agreements, representations, warranties, statements, promises, information, arrangements and understandings, whether oral or written, express or implied, between the parties hereto with respect to the subject matter hereof. No modification of this Agreement shall be valid unless in writing and signed by both parties. This Agreement and its Attachments set forth the terms and conditions applicable to Partner purchase orders issued during the term of this Agreement, irrespective of whether this Agreement is referenced by such purchase orders, and replaces in their entirety all of the pre-printed terms and conditions appearing on Partner purchase order form and any Cognex return document. The terms and conditions of sale herein and any Attachments hereto take precedence over Partner's additional or different terms to which notice of objection is hereby given. Neither Cognex's commencement of performance nor delivery shall be deemed or construed as acceptance of Partner's additional or different terms. In the event of conflict between the terms of this Agreement and its Attachments, the following order of precedence shall apply: (A) this Agreement, (B) Attachment 2, and (C) Attachment 1.

6.0 Counterparts

This Agreement may be executed in two or more counterparts, which together shall constitute a single agreement. This Agreement and any documents relating to it may be executed and transmitted to any other party (i) by facsimile, (ii) by email of a document in "portable document format" (PDF), or (iii) by electronic signature using an electronic signature service specified by Cognex, which facsimile, PDF or electronic signature shall be deemed to be, and utilized in all respects as, an original, wet-inked document.

IN WITNESS THEREOF, Cognex and Partner hereby have executed this Agreement as of the date by which both parties have signed below.

COGNEX CORPORATION
DocuSigned by:

By: Dave Bauer
(Authorized) 4C36D123F6AE4D8...

Name: Dave Bauer
(Printed or Typed)

Title: Vice President, Sales Americas

Date: 1/30/2021

NEFF ENGINEERING (IN)
DocuSigned by:

By: Don Norman
(Authorized) 503DA97371154B2...

Name: Don Norman
(Printed or Typed)

Title: Vice President

Date: 12/31/2020



ATTACHMENT 1

Automation Solution Provider (ASP)

Regional Terms and Conditions - Americas

1.0 DEFINITIONS

- 1.1. **"Annual Sales Quota"** means the agreed-upon sales quotas for all Product Categories for each program year as specified in the Annual Sales & Marketing Plan, as defined below.
- 1.2. **"Annual Sales & Marketing Plan" or "SMP"** means the annual sales & marketing plan to be entered into by the parties each year, as further described in Section 4.0 of this Attachment. The SMP in effect at any given time shall be attached as Attachment 2 to the Agreement.
- 1.3. **"Cognex Technology"** means all knowledge, information, discoveries, patents, patent applications, copyrights, mask works, concepts, ideas and other intellectual property owned by Cognex and/or its direct or indirect affiliates, whether patentable, copyrightable or not, including without limitation, know-how, processes, methods, formulae, software algorithms and techniques, and all manifestations or embodiments thereof and improvements made thereto.
- 1.4. **"Object Code"** means the machine-readable form of computer programming code and algorithms.
- 1.5. **"Partner Portal"** means the website operated by Cognex for Cognex business Partners to place electronic purchase orders, share marketing resources and project information. The Partner Portal provides online Product information, pricing and discounts, and an online ordering system.
- 1.6. **"Products"** means the Cognex hardware and/or Cognex Software products, any related documentation and any related services offered for sale and/or license to the general public in the ordinary course of Cognex's business and listed in the Product Discount Schedule of Attachment 2.
- 1.7. **"Product Category"** means the different Product families defined in Attachment 2.
- 1.8. **"Sales Lead"** means a sales opportunity and/or project identified either by Cognex or Partner.
- 1.9. **"Software"** means the Cognex software (in Object Code format only), and any related documentation, listed or included as part of Products.
- 1.10. **"Territory"** means the geographic area defined in the applicable SMP.

2.0 TERRITORY, PRODUCTS, PRODUCT DISCOUNT SCHEDULES AND ORDERING

2.1. **Territory**

- 2.1.1. Partner is authorized to sell and promote the Products, pursuant to these terms and conditions, within the Agreement's designated Territory. Partner acknowledges that its appointment hereunder is nonexclusive and that Cognex reserves the right, at any time, to directly or indirectly sell or license any of the Products within Partner's Territory or anywhere in the world and to appoint system integrators, sales representatives, agents, additional Partners, or others, for the promotion, sale, resale or value-added resale and/or licensing of the Products to any customers within the Territory or anywhere in the world, without thereby incurring any commission or any other obligation to Partner.

2.2. **Products and Product Discount Schedules**

- 2.2.1. The specific Products Partner is authorized to sell are specified in the Product Discount Schedule set forth in Attachment 2, which also includes any Product price discounts. Such discounts will apply to Product list prices in effect on the date of purchase order acceptance by Cognex. The Product Discount Schedule will be reviewed annually as part of the SMP.
- 2.2.2. Notwithstanding the Product list price discounts set forth in the Product Discount Schedule, Cognex may occasionally offer or agree to a discount rate that varies from the Product Discount Schedule if Cognex, in its sole discretion, deems such variance appropriate or necessary to promote a particular strategic business opportunity. Variances from the Product Discount Schedule must be agreed to in writing by Cognex and shall not otherwise amend the Product Discount Schedule.
- 2.2.3. If Partner fails to meet its obligations under this Section 2.0 or the SMP, then, without limiting its other available remedies, Cognex may change the discounts, Territory and/or Products of the Agreement immediately upon written notice to Partner.
- 2.2.4. Cognex reserves the right to make changes to any Product(s), prices and discounts stated in the SMP upon 30 days' prior written notice to Partner; however, no prior notice shall be required for price decreases.

2.3. **Ordering Process**

- 2.3.1. Deliveries of Products pursuant to the Agreement shall be initiated by purchase orders entered by the Partner directly on the Cognex Partner Portal and are subject to acceptance by Cognex. Each purchase order shall specify a single delivery date not later than 30 days from date of issue. Partner shall specify the shipping address for each order in its purchase orders. Partner shall provide a sales forecast upon Cognex's request. The terms of the Agreement shall apply to all orders.

ASP Regional Terms and Conditions – Americas

over any terms or conditions contained in any other documentation related to the subject matter of the Agreement and expressly exclude any of Partner's general terms and conditions contained in any purchase order or other document issued by Partner.

2.4. Point-of-Sale Reporting

- 2.4.1. Partner shall provide end user customer point-of-sale data at the time of order entry by placing all orders directly on the Cognex Partner Portal and providing the required information. Point-of-sale information shall include Customer Name, Address, Postal Code, Country, and Industry Classification. Any items identified as "Stock Order" under the appropriate Industry Classification during the order entry process must be reclassified within 30 days of order entry date. Point-of-sale information is a material requirement of the Agreement.

2.5. Discounts

- 2.5.1. Discounts granted under the Agreement are granted as compensation for Partner's substantial commitment to and focus on strengthening the Cognex brand within the Territory (recognizing Partner's targeted sales and support efforts and investment in expertise). Such discounts are based on the premise that Partner will actively approach customers (via direct mailings, e-mails, phone calls, texts or visits) only within the Territory. However, notwithstanding the foregoing, Partner may respond to unsolicited requests from customers outside the Territory if both the customer and Partner are located within the United States. Partner will report any unsolicited requests to Cognex prior to accepting such unsolicited orders so that any Product discounts can be evaluated by Cognex prior to order acceptance by Partner. Cognex reserves the right to review discounts for any Partner sales outside the Territory and to revise such discounts in Cognex's sole discretion.

3.0 DELIVERY, PAYMENT AND WARRANTY TERMS**3.1. Delivery Terms**

- 3.1.1. Delivery terms are (a) f.o.b. origin (Cognex facility) if Partner is within the United States, or (b) FCA (Incoterms 2000) if Partner is outside of the United States. Title to and possession of Product hardware passes from Cognex upon delivery to Cognex's shipping point, subject to the limitations herein, and Cognex shall have satisfied all delivery obligations at that time, whereupon Partner assumes all responsibility for and risk of loss or damage to the Product. Cognex hereby retains a security interest in Products until the purchase price thereof has been paid in full to Cognex. In the event of default by Partner, Cognex shall have all rights and remedies of a secured creditor under any and all applicable laws. In the event that Partner delivers title to such Product to a third party, Partner hereby assigns to Cognex, as security for any outstanding payments which Partner owes Cognex, all claims for payments the Partner may have towards such third party for such Product. Cognex shall only be entitled to collect payment for the assigned claims in the event that Partner fails to meet its financial obligations towards Cognex. Partner agrees to execute financing statements and other such documents as Cognex may request in order to perfect its security interest. If Partner fails to execute such financing statements and other documents within 14 days of a request by Cognex, then Partner hereby grants Cognex full power and authority to execute and file such financing statement and other documents on Partner's behalf.

3.2. Delays

- 3.2.1. Cognex shall not be liable for delays in delivery or failure to manufacture due to causes beyond its reasonable control. In the event of any such delay or failure, Cognex shall be entitled to extend the delivery date by a commensurate period of time.

3.3. Payment

- 3.3.1. Payment terms are net 30 days from invoice date. Partner shall be subject to a credit limit as determined by Cognex. All payments shall be made in U.S. Dollars. If Partner is located outside the U.S., payments shall be by wire transfer. Cognex shall have the right to cancel any accepted purchase order or to refuse or delay shipment if Partner fails to meet applicable payment terms or if there is any adverse change in Partner's financial status. **Cognex may alter or suspend credit and payment terms whenever the payment history or financial condition of Partner warrants such action. Overdue payments will be subject to a 1.5% monthly interest rate. Partner shall be liable for all costs, expenses and attorneys' fees incurred by Cognex in the collection of delinquent accounts.** Partner shall perform its obligations under the Agreement without setoff, deduction, recoupment, or withholding of any kind for amounts owed or payable by Cognex, whether relating to Cognex's breach, bankruptcy, or otherwise and whether under the Agreement, any purchase order, or any other agreement.

3.4. Export and Ethics

- 3.4.1. Partner's export of Cognex products, services or technology, or information about the same, outside the United States is subject to the latest export regulations issued by the U.S. government. Adherence to such regulations, in particular the U.S. export administration regulations issued by the U.S. Department of Commerce, is the Partner's responsibility.
- 3.4.2. Partner shall strictly comply with (i) the requirements of all applicable laws and regulations concerning ethical business practices worldwide, including but not limited to the U.S. Foreign Corrupt Practices Act (the "FCPA"), the U.K. Bribery Act and all other similar national laws prohibiting bribery and fraud in public (government) or commercial transactions, and (ii) any additional standards concerning ethical business practices which Cognex may provide to Partner in writing from time to time. Partner shall par



ensure that its relevant personnel shall participate) in any training programs that Cognex may require from time to time in relation to Partner's obligations under this Section. Partner shall also retain such records (and, upon request, provide copies of such records to Cognex) as Cognex may require in relation to Partner's compliance with its obligations under this Section.

- 3.4.3. Partner represents and warrants that all of the information that it provided to Cognex during Cognex's due diligence investigation in relation to the Agreement was and remains true and accurate in all material respects, and Partner covenants that if such information changes in any material respect during the term of the Agreement, Partner shall promptly inform Cognex in writing of such change or changes.
- 3.4.4. Partner represents and warrants that neither it nor any of its affiliates is in violation of any applicable export controls or any sanctions, laws or regulations, including, but not limited to, U.S. sanctions administered by the U.S. Department of the Treasury's Office of Foreign Asset Control ("OFAC"). Partner also represents and warrants that neither it nor any of its affiliates is, or during the past five (5) years has been, designated on (i) any United States Government restricted parties list, including, without limitation, the U.S. Department of Commerce's Bureau of Industry and Security's Denied Persons List, Entity List or Unverified List; OFAC's Specially Designated Nationals and Blocked Persons List; or the U.S. Department of State's Directorate of Defense Trade Controls' Debarred Persons List; (ii) the U.N. Security Council Committee List Concerning Al-Qaida and Associated Individuals and Entities; (iii) the U.K. Consolidated List of Financial Sanctions Targets; (iv) The Consolidated List of Persons, Groups and Entities Subject To EU Financial Sanctions; or (V) any other relevant jurisdiction's government restricted parties list.

3.5. Taxes and Duties

- 3.5.1. Prices for Products exclude all sales, use and import taxes, licenses, fees, VAT and custom duties, which are in addition to the quoted prices and shall be Partner's responsibility, and any such cost incurred by Cognex will be passed on to Partner, which are in addition to the quoted prices and shall be Partner's responsibility.

3.6. Cancellation or Schedule Changes

- 3.6.1. Schedule changes requested by the Partner within 30 days of the scheduled Product shipment date are subject to a 5% rescheduling fee. If an order is canceled prior to the scheduled ship date, Partner will be subject to the following cancellation charges: 0-30 days before shipment: 20% of order value; 31-60 days before shipment: 10% of order value. Purchase orders or purchase order line items for custom parts or custom Products are non-cancelable.

3.7. Product Suitability

- 3.7.1. The performance of Products depends on a variety of parameters that are beyond the control of Cognex. Performance of Products may vary considerably from one application to the next. Cognex makes no claim, representation or warranty concerning the performance or suitability of Products for or in end user applications. The assessment of usefulness and suitability of Products for each application rests solely with Partner. Partner unilaterally establishes its own resale prices and terms regarding Products it sells to third parties.

3.8. Warranty

- 3.8.1. Cognex warrants hardware Products of its manufacture to be free from defects in material and workmanship for a period of 18 months from delivery. If Product hardware fails due to a defect in material or workmanship during the warranty period, the Partner (not other parties which may have physical possession) shall notify Cognex and request a return authorization. The defective Product shall then be returned to Cognex's repair center by Partner or its designee, freight prepaid, together with a failure report. If covered by this warranty, Product will either be repaired or replaced, at Cognex's option, and returned to Partner or its designee, freight prepaid. If the failed Product is covered by a Hot Swap Program, Cognex will ship within 48 hours, excluding Saturdays, Sundays and public holidays, a replacement for a failed part covered by the Hot Swap Program. The Hot Swap Program covers the cost of the shipment for the part to be replaced to the Partner's site where the Hot Swap Program was purchased. In exchange, Partner must return the failed Product to Cognex within 14 days of the receipt of the replacement, freight prepaid. If the failed Product covered by the Hot Swap Program is not received within 30 days, Partner may be invoiced the full list price of the Product. Cognex is not responsible for providing replacement hardware during the repair period. The foregoing warranty shall not apply to defects resulting from (i) improper or inadequate maintenance by Partner; (ii) Partner-supplied equipment, hardware, software or interfacing; (iii) unauthorized modifications, misuse or accidents; (iv) operation outside of the environmental specifications of the Product; or (v) improper site preparation and maintenance. Services shall be performed in a professional manner in conformity with industry standards. This warranty is in lieu of all other warranties, express or implied, including warranties of merchantability or fitness for a particular purpose. All Software is provided "as is."

4.0 ANNUAL SALES & MARKETING PLAN; OBLIGATIONS & RESPONSIBILITIES OF PARTNER

4.1. Annual Sales & Marketing Plan ("SMP")

- 4.1.1. Partner and Cognex agree to comply with a written mutually agreed-upon SMP. Cognex and Partner will review performance against this plan on a regular basis (at a minimum quarterly). The parties shall agree on a new SMP prior to February 1st of each subsequent calendar year for any such subsequent program year within the Agreement term. Partner will not be entitled to continued receipt of the Product Discount until the successor SMP (and its applicable quotas) are agreed upon in writing. The SMP will be signed by the parties separately and each signed SMP shall be deemed to be incorporated in the Agreement.

4.2. Demonstration Equipment; Meeting Facilities

- 4.2.1. Partner agrees to purchase and maintain an adequate number of Products for demonstration, promotion and evaluation purposes as recommended by Cognex and agreed to per the SMP.
- 4.2.2. Partner agrees to maintain and utilize adequate facilities for the purpose of conducting customer demonstrations and workshops.

4.3. Marketing Guidelines

- 4.3.1. Partner agrees to strictly adhere to the marketing guidelines set forth in both the SMP and Partner Identity Guide while conducting marketing activities.
- 4.3.2. Partner may promote Products and itself as a Cognex partner via the internet, but shall not disclose (directly or indirectly) or advertise through the internet any Product price(s) or any Cognex printed media, including but not limited to Product catalogs.

4.4. Project Information

- 4.4.1. Cognex makes available to Partner the Cognex Partner Portal where Cognex and Partner will maintain Sales Leads. Partner shall enter all required project information (including but not limited to account name, customer name, address, postal code, country, industry classification, project status, and assigned Partner sales person) and shall keep this information up-to-date. Where a confidentiality agreement prohibits Partner from sharing the customer name and address, Partner shall instead assign the project a code name and provide city and state in lieu of customer name and address.
- 4.4.2. For all Cognex Sales Leads accepted by Partner, Partner shall undertake all necessary commercial actions in order to actively pursue such Cognex Sales Leads. If Partner agrees to pursue the Cognex Sales Lead, it must enter the required data on the Cognex Partner Portal and keep it up-to-date. If the Partner does not accept the Cognex Sales Lead, it must promptly send an official notification in writing to Cognex. Failure to comply with this Section 4.4.2 shall be deemed a material breach of the Agreement. In such case, Partner shall not contact the Sales Lead. Partner shall not under any circumstances offer any Competitive Products to any Sales Lead provided by Cognex. "**Competitive Products**" means any products that perform similar functions to, or otherwise compete with, directly or indirectly, Cognex Products, as solely determined by Cognex.
- 4.4.3. For all Cognex Sales Leads and customer introductions supplied by Cognex, Partner agrees to offer only Cognex Products, and no Competitive Products, for the application and customer location specified in the Sales Lead or introduction. If Partner is unable to identify a suitable Cognex Product for such Sales Leads, Partner will return the Sales Lead to Cognex.

4.5. Annual Quotas

- 4.5.1. Partner shall use its best efforts to promote and sell Products in the Territory as well as achieve its Annual Sales Quotas for each Product Category as set forth in the applicable SMP. If the Partner fails to achieve its quotas, Cognex may avail itself of any remedy set forth herein or within the applicable SMP.

4.6. Partner Obligations

- 4.6.1. The following states specific authority and responsibilities of the Partner for the term of the Agreement. Partner shall:
- a) Actively sell and promote Products in, and only in, the Territory;
 - b) Offer its customers value-added services, including training, consultancy and integration assistance;
 - c) Offer its customers Software support and application development services independent of Cognex (Partner may resell Cognex's hardware support programs, but Cognex's responsibilities shall be solely to Partner);
 - d) Use due care and skill in performing its obligations hereunder and comply with all applicable laws;
 - e) Not modify or alter Products without prior written consent of a duly authorized representative of Cognex;
 - f) Take no action which will bring Cognex or any Product into disrepute;
 - g) Not engage in misleading, deceptive or unethical practices;
 - h) Not engage in the auction of Products, or the aiding or abetting of others in doing so;
 - i) Meet all SMP requirements, including all SMP "Investment" requirements set forth in the applicable SMP table, for each program year of the Agreement;
 - j) Not make any representations, warranties, or guarantees to customers with respect to the specifications, features or capabilities of Products that deviate from then-current published literature or documentation made available by Cognex; and
 - k) Establish and maintain an appropriate organization (legal entity) to actively sell, promote and support Products and comply with the Agreement in the Territory. Partner shall provide Cognex with organization charts depicting the relevant individuals in the Territory within the organization.



- 4.6.2. Unless otherwise agreed to in writing by a member of the Cognex sales management team, Partner shall not during the term of the Partner Agreement offer for sale any Competitive Products. If further clarification is required as to whether a product is a Competitive Product, Partner shall seek prior determination from Cognex as to whether any such product is a Competitive Product before marketing, selling or licensing any other supplier's products. Notwithstanding Section 10.1.2(a) below, if Partner breaches this Section 4.6.2 or if Cognex reasonably believes that Partner intends to breach this Section 4.6.2, Cognex may: (i) reduce the Partner's Qualifying Tier Level in Section 1.0 "Product Discount Schedule" of the Sales and Marketing Plan in Attachment 2, or (ii) terminate this agreement upon written notice to Partner, with immediate effect, and Partner shall have no ability to cure such breach or intended breach.
- 4.6.3. Partner, including its employees, officers, directors and other individuals with an ownership interest in Partner ("**Representatives**"), shall not engage, participate or invest, directly or indirectly, in any capacity in any business that is either a Partner customer or sells, directly or indirectly, Competitive Products. Any Partner, ownership interest in such businesses combined with any ownership interests of its Representatives in such businesses resulting from open-market purchases of one (1%) percent or less of the capital stock of such business, the stock of which is regularly traded on a public stock exchange or in the over-the-counter market and where the Partner or its Representatives, as the case may be, has no involvement in such entity or its business activities other than exercising voting rights as an equity holder, shall not constitute a violation of this provision.

Failure to meet these Section 4.0 obligations shall constitute a material breach of the Agreement.

5.0 OBLIGATIONS AND RESPONSIBILITIES OF COGNEX

- 5.1. Cognex will, at its discretion, transfer Sales Leads when such leads require Partner support and are based in Partner's Territory. Sales Leads will be made available to Partner via the Cognex Partner Portal.
- 5.2. Cognex will, at its discretion, provide marketing expertise and assistance to a reasonable extent to help Partner accelerate the growth of its business.
- 5.3. Cognex will provide technical updates and Product roadmap briefings to Partner.
- 5.4. Cognex will, at its sole discretion, provide suitably qualified personnel to assist Partner in developing expertise to host seminars, classroom training and workshops.
- 5.5. Cognex will provide such other support as stated in the applicable SMP.

6.0 CONFIDENTIALITY, NON-DISCLOSURE AND PERSONAL DATA

- 6.1. "**Recipient**" means the party hereto (including its direct and indirect affiliates) receiving Confidential Information in connection with the Agreement; "**Discloser**" means the party hereto (including its direct and indirect affiliates) disclosing Confidential Information in connection with the Agreement.
- 6.2. Recipient shall hold in confidence and shall not disclose any Confidential Information it receives from Discloser to any other person, firm, or entity, associated or otherwise, or use the Confidential Information for any purpose except the performance of its obligations under the Agreement, except as expressly permitted by Discloser ("**Permitted Purpose**") and, only to the extent necessary for the execution of such Permitted Purpose.
- 6.3. "**Confidential Information**" means as all information disclosed by Discloser to Recipient that is either (i) identified as proprietary or confidential at the time of disclosure, or (ii) of a nature such that a reasonable person would consider the information/materials to be confidential or proprietary in nature under the circumstances.
- 6.4. Recipient shall protect Confidential Information with at least the same degree of care with which it protects its own confidential information, but in no case with less than a reasonable degree of care. Information shall not be deemed Confidential Information and Recipient shall have no obligation with respect to any information to the extent that it can be proven by Recipient's written records that said information: (1) was already known to Recipient prior to receipt from or disclosure by Discloser, without obligation of confidentiality; (2) is or becomes publicly known without breach of the Agreement by Recipient; (3) is received from a third party without similar restriction and without breach of the Agreement; (4) is independently developed by Recipient without reference to, or use of, Discloser's Confidential Information; or (5) is disclosed to the extent required to comply with a judicial order or applicable governmental regulation or statutory requirement, provided that Recipient provides Discloser with advance notice of the requirement and an opportunity to object to any disclosure. Partner shall have no proprietary interest in information pertaining to the sale and/or license of Products, including customer information.
- 6.5. Recipient shall be entitled to disclose Confidential Information only to its employees, consultants and subcontractors ("**Agents**") who have a need for such disclosure to fulfill the Permitted Purpose. Any such Agents receiving Confidential Information shall be bound by the terms of this Section 6, or shall be bound by a similar agreement with terms at least as protective as the terms of the confidentiality obligation hereunder, and Recipient shall be responsible for such obligations of its Agents.
- 6.6. Confidential Information of a party shall be and remain the property of that party, and written or tangible Confidential Information and any copies thereof, shall be promptly returned to Discloser or destroyed at Discloser's option and request. The disclosure of Confidential Information shall not be construed as Discloser granting or conferring to Recipient any patent or other intellectual property rights by license or otherwise, whether express or implied. Information pertaining to the sale or use of Cognex Products by customers and end users shall not, as between Cognex and Partner, be deemed Partner Confidential Information.



- 6.7. Recipient's obligation of confidentiality hereunder shall survive termination of the Agreement for a period of five (5) years from the date of disclosure of Confidential Information.
- 6.8. Partner will take all necessary steps to comply with any applicable data privacy laws when handling any personal data which Cognex may provide.

7.0 OWNERSHIP OF COGNEX TECHNOLOGY; SOFTWARE LICENSES

7.1. Cognex Technology

- 7.1.1. Partner recognizes and acknowledges that Cognex Technology is the sole property of Cognex, and Partner agrees that, except as provided in Sections 7 and 8, Partner will acquire no right, title or interest, whether express or implied, in or to the use of the Cognex Technology.

7.2. Software License

- 7.2.1. All Cognex Software (including firmware) provided, directly or indirectly, to Partner is provided to Partner under license only, and not by sale. Cognex grants to Partner a limited, personal, non-exclusive, non-transferable license to distribute and sublicense the Cognex Product Software, Object Code version only, to customers in the Territory for use (i) on Cognex Products or personal computers or (ii) in connection with Cognex Products or Cognex hardware dongles sold and/or licensed by Cognex hereunder, pursuant to the terms of this license grant. Partner shall maintain records concerning its sublicense of Cognex Software, and shall allow Cognex reasonable access to such records consistent with the audit provisions of Section 11.9 herein. Except as may be required by applicable third party licenses, Partner, its agents, employees, consultants, subcontractors or other third parties within the control or under the direction of Partner, are prohibited from reverse-engineering, decompiling, copying, modifying, adapting, varying, or disassembling any portion or version of the Software, or the attempting of any of the foregoing, or the aiding or abetting of others to do so and **Partner hereby waives any rights under any applicable law with respect thereto**. Partner further acknowledges that the Software qualifies as original works and constitutes copyrighted material, and that Partner and/or its sub-licensees shall neither (a) make or distribute unauthorized copies of the Software, nor (b) acquire any ownership rights in the Software. Except as expressly licensed to Partner hereunder, all rights, title and interests to and in the Software and all extensions, enhancements and modifications thereof shall remain at all times with Cognex and any third party holding a valid interest in the Software. Partner is expressly prohibited from using any portion or version of the Software with any other software or copyrighted work in such a way that any portion or version of the Software would be required by the license terms applicable to the other software or work to be (a) made available in source code form, (b) made available without charge or at minimal charge, (c) licensed for the creation of derivative works or (d) which would require Cognex or its licensors to grant any third party any rights or immunities under any intellectual property owned by or licensed to Cognex. Portions of the Software may include one or more components that are derived from software subject to a General Public License ("GPL"), Lesser General Public License ("LGPL") or other open source license. Any such components are licensed exclusively under such GPL, LGPL or other open source license, as applicable, and not under the Software license Terms and Conditions hereinabove.
- 7.3. Partner shall display in a clearly visible location in its documentation and/or software display screens a notice that indicates to its customers that Partner's product contains copyrighted software under license from Cognex. Partner shall not remove notices or identifying characteristics from Cognex Products.

8.0 USE OF COGNEX'S TRADE NAME, TRADEMARKS AND TRAINING DOCUMENTATION

8.1. Tradename

- 8.1.1. Partner shall retain all Cognex markings, colors or other insignia that are affixed to Products at the time of Cognex's delivery. Upon written request by Partner, Cognex may permit Partner to delete any such markings. Non-Cognex equipment sold by Partner shall not bear Cognex markings.

8.2. Trademark

- 8.2.1. Subject to and expressly conditioned upon compliance with the terms herein, Cognex grants Partner a license to use applicable Cognex trademark(s) in its marketing and promotional materials (i.e., catalogs, brochures, Internet web sites, etc.) only in connection with Partner's promotion, marketing and sale of Cognex Products, and only during the term of the Agreement. Partner (i) shall in no way remove or alter any trademark or trade name on Products or other merchandise supplied to it hereunder, (ii) shall not use or register the name "Cognex" or the names of any Cognex products or any trademarks or trade names similar thereto, (iii) shall not register any internet domains containing such trademarks and (iv) shall not purchase or use the Cognex's trademarks for web advertising as a sponsored link without Cognex's prior written approval. Other than as stated in this Section 8.2.1, Partner shall acquire no right, title or interest in any Cognex trademark. Partner may not use or reproduce any Cognex trademark except as expressly provided herein.

8.3. Training Documentation

- 8.3.1. Any training documentation in the form of presentation materials, manuals and hand-outs given to Partner during Product training sessions are furnished to Partner under the terms stated herein. While the Partner shall, at the time of delivery, take ownership of the tangible media upon which the training documentation is delivered, Cognex shall retain ownership of the contents thereof, including all Cognex Technology and intellectual property therein. Cognex grants to Partner a limited, non-exclusive, royalty-free, non-transferable license, without right of sublicense except as expressly stated below, to use the delivered training documentation solely to give training and seminars.

actual or potential customers of Cognex Products, for use at a single Partner site. This license includes the right to show the training documentation to said customers, to perform multimedia presentations to them and to make electronic or hard copies of the presentation. Furthermore, this license includes the right to print hand-outs and to distribute hard copies of same to said customers for their internal use only; however, distribution by the Partner of electronic copies to customers or any other third parties is prohibited unless Cognex gives its prior written approval. Partner shall not modify the training documentation for the purpose of dissemination to Partner's actual or potential customers without the prior written approval of Cognex. Cognex reserves the right to (i) modify the training documentation from time to time, (ii) require Partner to return or destroy former versions of the training documentation within Partner's possession, including any and all copies, and (iii) provide and require the use of the updated modified version(s) of the training documentation. Except for the license granted hereinabove, Partner shall not acquire any right, title or interest in the training documentation, and all rights not granted are reserved by Cognex. **Training documentation is provided "as is" and Cognex disclaims all warranties on the training documentation.** Use of Cognex training documentation is further subject to Sections 7.1, 8.1 and 8.2 herein, and individual items of training materials may be further subject to the confidentiality terms of Section 6.0, as applicable.

9.0. INDEMNIFICATION AND LIABILITY

9.1. Cognex Indemnification

- 9.1.1. Cognex shall indemnify and defend Partner against any claim, suit, or proceeding brought against Partner by a third party insofar as such claim, suit or proceeding is based upon an assertion that Product delivered hereunder infringes upon a U.S. patent or registered copyright, provided Partner (i) notifies Cognex promptly in writing as to any such claim, suit or proceeding, (ii) grants Cognex sole control over the defense and settlement thereof, and (iii) reasonably cooperates in response to a Cognex request for assistance. Should any Product become, or in Cognex's opinion be likely to become, the subject of a cause of action of infringement, Cognex may, at its sole discretion and expense, (a) obtain for Partner the right to make continued use of such Product, (b) replace or modify such Product so that it is no longer infringing, or (c) request return of Product and upon receipt thereof refund to Partner the residual value thereof, calculated using straight line depreciation over a 5-year useful life. Cognex shall have no liability if the alleged infringement is based upon (1) the manner of combination with non-Cognex products; (2) the inspection application or manner of use of Product; (3) Partner's (or Partner's customer's) use of any older version of Software when use of a newer Cognex revision would have avoided the infringement; (4) any modification made without Cognex's written approval; (5) any modification made by Cognex pursuant to Partner's specific instructions; or (6) any intellectual property right owned by Partner, any of its affiliates or any end user, or licensed by any of the foregoing from a third party. **Notwithstanding the foregoing, in no event shall Cognex's liability to Partner under this Section 9.1.1 exceed the amount paid by Partner to Cognex for any allegedly infringing Product.**

9.2. Limitation of Liability

- 9.2.1. For any Partner indemnification claims concerning patent and/or copyright infringements (Section 9.1), the remedies and liabilities shall be as exclusively set forth in this Section 9. For any claims other than those described in the preceding sentence, liability shall be limited to proven direct damages caused by Cognex's gross negligence or willful misconduct, not to exceed the price paid to Cognex for the specific Cognex Product that is the basis of the claim.
- 9.2.2. In no event shall Cognex be liable for any special, consequential, exemplary, incidental, or indirect damages (including, but not limited to, loss of profits, revenues, data and/or use), even if advised of the possibility thereof or if otherwise foreseeable.
- 9.2.3. In no event shall Cognex be liable to end user(s) or other third parties for any damages (a) caused by or arising out of Partner's failure to perform its covenants and responsibilities, whether by reason of Cognex's alleged gross negligence, willful misconduct or otherwise; (b) caused by repairs or alterations to Product(s) done without Cognex's written approval; or (c) due to Product deterioration during periods of storage by Partner or any end user.

9.3. Partner Obligations

- 9.3.1. Partner agrees that Cognex, by entering into and performing its obligations under the Agreement, does not assume and shall not be exposed to the business and operational risks associated with (a) Partner's business; or (b) end-user use of products marketed by Partner, whether used in combination with Cognex Products or not. To the extent a claim, suit or proceeding is brought against Cognex by an end-user or other third party arising from or related to Partner's acts or omissions including, but not limited to, (i) Partner's breach of its covenants, representations and/or warranties set forth in the Agreement; (ii) those arising from or related to the content, use or misuse of other products or systems marketed by Partner in combination with Cognex Products; or (iii) representations, warranties or guarantees made by Partner to end-users with respect to Products that are inconsistent with Cognex's then current published literature or documentation, Partner shall at its expense indemnify and defend Cognex against any such claim, suit or proceeding and pay any award or settlement of damages and any related costs and expenses, including reasonable attorney's fees, incurred by Cognex and which are related to such claim, suit or proceeding.

9.4. Product Usage and Exclusions

- 9.4.1. Products are not authorized, designed, or intended for use in; no warranty is made with respect to the use of Products in; and Partner shall not permit the use of Products in any (i) nuclear equipment, (ii) aviation or aerospace equipment, (iii) weaponry, (iv) medical devices or systems intended for life support, in

or surgical implant into the human body, or (v) Life-Critical (as defined below) devices or systems (each a "Prohibited Use"), except with Cognex's prior written consent. The prohibitions of the preceding sentence also apply to the design, manufacture, construction, operation and maintenance activities associated with any Prohibited Use. "Life-Critical" devices or systems are defined as those (a) whose failure or malfunction may result in death or serious injury to people or environmental harm posing a serious risk to human health and safety, or (b) which are designed to lose less than one life per billion hours of operation. Cognex disclaims any liability in connection with any Prohibited Use by Partner, intermediary customers or end-users, and any such Prohibited Use engaged in by a party contrary to this provision shall be entirely at such party's risk. Partner shall include this provision involving the use of Products in all terms of sale and contracts with its customers and require that this provision (or terms at least as strict as this provision) be further passed along to any intermediary customers and to end-users.

10.0 TERMINATION

10.1. Termination for Convenience

- 10.1.1. The Agreement may be terminated at will by either Cognex or Partner upon at least 90 days' prior written notice to the other party.

10.2. Termination for Cause

- 10.2.1. The Agreement may be terminated for cause as follows:

- a) Upon breach of the Agreement by the other party, on 30 days' prior written notice to the party in breach; such termination will become effective at the end of the 30-day period unless the breach has been cured; *provided*, however, the occurrence of a breach which is not capable of being cured by its nature, such as a violation of Section 7, or a repeated breach that was previously cured, shall entitle the non-breaching party to immediate termination of the Agreement and no cure period will be provided;
- b) Upon dissolution, liquidation, bankruptcy, insolvency, or placing of the assets or the business of the other party in the hands of a receiver or trustee; or the filing of a petition for bankruptcy or reorganization by or against the other party;
- c) Upon expiration of the 3-month period during which any force majeure condition prevents the other party from fulfilling its obligations under the Agreement;
- d) If Partner ceases to be controlled, owned, managed, or otherwise operated by the entities or individuals in place as of the Effective Date; or
- e) Upon the occurrence of any perpetual or continual act or omission which delays performance of the obligations under the Agreement.

- 10.3. Cognex may further terminate the Agreement if Partner (i) fails to comply with the applicable SMP or (ii) directly or indirectly acquires any equity, ownership or management interest of a machine vision supplier or other business that sells, licenses or otherwise provides Competitive Products or, becomes associated with such through acquisition, merger, asset sale, material license agreement or similar arrangement.

- 10.4. In the event of termination or expiration of the Agreement, Partner shall:

- a) Immediately cease to describe itself as a Cognex Partner;
- b) Not be entitled to any separation compensation or damages of any kind. Partner waives any and all rights to claim the benefit of any law or regulation having the force of law providing for compensation due to termination of the Partner Agreement;
- c) Have no proprietary right to or interest in customers or names of customers developed by Partner relating to the sale and/or license of Products;
- d) Pay to Cognex, in full, within 30 days of such termination or default, all amounts owed to Cognex;
- e) Promptly return to Cognex any and all Cognex-owned Products, equipment, and materials, including without limitation all Software, in the possession of Partner, such items to be in the same condition as when delivered, reasonable use, wear and tear excepted;
- f) Upon Cognex request, prepay all Products to be shipped within 90 days prior to the termination and/or expiration of the Agreement;
- g) Cease use of Cognex's corporate name and trademarks or other corporate and Product identifiers, whether in print or electronic form (including without limitation, Internet usage);
- h) Cease all use of and return to Cognex any Confidential Information furnished by Cognex; and
- i) Take such action as is necessary to terminate any registration as Cognex's Partner with any governmental authority.

10.5. Inventory



10.5.1. Cognex does not require Partner to maintain any Product inventory and Cognex intends to maintain its own inventory to meet Partner's reasonable and foreseeable Product needs. At Partner's sole option and risk, Partner may elect to maintain a limited Product inventory. In the event that Partner does maintain any Product inventory, Partner expressly acknowledges the following:

- a) Partner shall have no right to return any Products in its inventory to Cognex or to otherwise exchange Product inventory for newer Product(s) or seek indemnity from Cognex for any unsold or unusable inventory, and expressly waives any right to do so that it may have under applicable law.
- b) Partner shall have the right to sell its inventory of Products to end-user customers subject to the restrictions set forth within the Agreement.

11.0 MISCELLANEOUS

11.1. Assignment

11.1.1. The Agreement and Partner's rights and obligations pursuant to the Agreement may not be sold, assigned, or transferred by Partner, in whole or in part, without the prior written approval of Cognex.

11.2. Severability

11.2.1. The illegality or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any legal and enforceable provisions hereof.

11.3. Notices

11.3.1. Any notices required or permitted to be given hereunder shall be in writing and shall be deemed to be validly delivered if sent by personal hand delivery, overnight mail service, or mailed by certified or registered mail, return receipt requested, to the address stated in the preamble of the Agreement.

11.4. Force Majeure

11.4.1. A force majeure condition shall be any one or a set of circumstances beyond the reasonable control of a party where a party's performance under the Agreement is prevented or materially impaired, hindered or impeded, such as by riot, strike or other labor difficulty; or by unavailability of or delay in obtaining equipment, materials or supplies; by war, insurrection, rebellion, civil disturbance; by governmental action, inaction or authority (whether such authority be actual or assumed); by fire, flood, storm, or other Act of God; or by any other cause or causes (excepting financial inability to pay) which are beyond the reasonable control of the party when invoking force majeure. Neither party hereto shall be liable to the other for any delay or failure of performance caused by a force majeure condition.

11.5. Governing Law/Waiver of Jury Trial

11.5.1. The validity, interpretation, construction and performance of the Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, U.S.A., excluding its conflict of law rules and the United Nations Convention on Contracts for the International Sale of Goods. Any claim, suit or proceeding brought by either party regarding the interpretation, breach or enforcement of the Agreement or the relationship of the parties shall be exclusively filed in and heard by any court with jurisdiction to hear such disputes in Boston, Massachusetts. Notwithstanding the foregoing, because the unauthorized use, transfer or dissemination of Products or any Software or other Cognex Technology, or any Confidential Information, may irreparably harm a party, either party may, without limiting its other rights and remedies, seek equitable relief, including but not limited to injunctive relief in any court of competent jurisdiction. Each party acknowledges and agrees that any controversy that may arise under the Agreement, including any exhibits, schedules, attachments, and appendices attached to the Agreement, is likely to involve complicated and difficult issues and, therefore, each party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to the Agreement, including any exhibits, schedules, attachments, and appendices attached to the Agreement, or the transactions contemplated by the Agreement.

11.6. Headings

11.6.1. The headings in the Agreement and its incorporated Attachments are for reference purposes only and shall not affect in any way the meaning or interpretation of the Agreement.

11.7. Waiver

11.7.1. The waiver of breach of any term or condition of the Agreement shall not be deemed to constitute the waiver of any breach of the same or any other term or condition.

11.8. Survival

11.8.1. Expiration or termination of the Agreement shall not prejudice any rights or relieve any obligations of either party that have arisen on or before the date of expiration or termination. Any provision of the Agreement that by its very nature or context is intended to survive any termination, cancellation or expiration of the Agreement, including but not limited to provisions concerning payment of outstanding amounts, disclosure of information, representations, indemnities and limitations of liabilities, shall so survive.

11.9. Audit Rights



11.9.1. Partner shall create and maintain complete and accurate books and records relating to its performance under this Agreement for a minimum of five (5) years, including all records pertaining to the sale, use and disposition of Products, including Product Software. At any time during the term of this Agreement and for three (3) years after expiration or termination hereof, Cognex shall have the right to have an authorized Cognex representative or independent third party auditor ("Auditor") audit Partner's digital and physical books and records to assess Partner's compliance with this Agreement. Partner shall have no right to approve or reject the auditor selected by Cognex, unless such audit firm has a conflict of interest with Partner that prevents such engagement under rules of professional conduct applicable to such firm. Upon written notice of audit and at no expense to Cognex, Cognex has the right to examine and audit the pertinent books and records of Partner and Affiliates that the Auditor reasonably believes may contain information bearing upon amounts payable, reporting requirements by Partner to Cognex, and Partner's compliance with the terms of this Agreement. Within thirty (30) days of written notice of audit, Partner will: (1) make all books and records available to the Auditor to examine at the normal location where Partner maintains the books and records, (2) provide the books and records (i.e., prior to, during and after onsite inspection as the Auditor requests) in electronic native format to be retained by the Auditor in its records, and (3) provide Auditor access to interview Partner personnel in person and by telephone. Audits will be at Cognex's expense unless the audit reveals any deviation from, or non-compliance with, the requirements and obligations of this Agreement (including non-compliance by Partner with this Audit Clause); in such case, Partner shall be responsible for all costs and expenses of such audit and shall make payment to Cognex immediately upon receipt of Cognex's invoice for such audit costs and expenses. If the Auditor finds that there are any amounts underpaid by Partner to Cognex, such amounts will bear interest at the annual rate of 18% (or the maximum rate permitted under applicable law, which ever is less) compounded quarterly from the original date such amounts would have been due. Cognex shall invoice Partner for such under payment plus interest and Partner shall pay the same within thirty (30) days of receipt of invoice.

11.10. Relationship of the Parties

11.10.1. It is expressly acknowledged by the parties that (a) neither party is an employee or agent of the other and will not become an employee or agent of the other by reason of its services hereunder; (b) relating to its performance, Partner is acting in the capacity of an independent purchaser and value-added reseller of Products; and (c) the Agreement does not create a franchise relationship between Cognex and Partner. Partner is not a legal representative of Cognex, and may not assume obligations of any kind, expressed or implied, on behalf of Cognex. Cognex shall not incur any liabilities to Partner or any third party relating to any malfeasance, misrepresentations, willful misconduct or negligent acts of Partner. Each party's employees shall at all times be and remain that party's employees and not an employee of the other party. Each party shall pay all wages, salaries and other compensation due to its employees and shall be responsible for all reports, payments and other obligations regarding such employees.

11.11. Notice of Claims or Governmental Action

11.11.1. Partner shall notify Cognex in writing within 7 days of Partner's receipt of any notice of threatened or actual litigation or claims made by Partner's customers or other parties involving Products sold to Partner. Partner shall promptly give to Cognex notice of arbitral proceedings, and of all proceedings by or before any governmental or regulatory authority or agency, and any material development with respect to such legal or other proceedings affecting Partner. Partner represents that no such claims, litigation, investigations or proceedings are now pending or threatened against it.

11.12. Partner Sales to Government End-User Customers

11.12.1. This provision applies to any and all Products, including their Software, acquired directly or indirectly by or on behalf of the U.S. Federal Government, acting through any of its agencies or subdivisions ("**Government Customer**"). Products are commercial products sold on the open market at market prices, and were developed at private expense and without the use of Government Customer funds. If Products are supplied to a Government Customer, the Government Customer acquires only the Software license rights customarily provided to the public, which are specified in Section 7.2 herein. Any re-sale of Products to any Government Customer, to the extent containing different licensing or other terms than as stated herein, shall be null and void and the Agreement shall take precedence over any such conflicting terms.

11.13. Authority

11.13.1. Partner is duly qualified to do business and is in good standing in every jurisdiction in which such qualification is required for purposes of the Agreement. Both parties have the full right, power and authority to enter into the Agreement and to perform its obligations under this Agreement. Execution of the Agreement has been duly authorized by both parties and when executed and delivered by each party, the Agreement will constitute the legal, valid, and binding obligation of the parties, enforceable against each in accordance with its terms.

11.14. Amendment and Modification

11.14.1. No amendment to or modification of the Agreement is effective unless it is in writing and signed by an authorized representative of each party.

11.15. No Third-Party Beneficiaries

11.15.1. The Agreement benefits solely the parties to this Agreement and their respective permitted successors and permitted assigns and nothing in the Agreement, express or implied, confers on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of the Agreement.

ASP Annual Sales & Marketing Plan – Americas



ATTACHMENT 2
Automation Solution Provider (ASP) – Americas
Annual Sales & Marketing Plan

EFFECTIVE DATE: January 1, 2021

This Annual Sales and Marketing Plan ("SMP") shall be incorporated in and shall become an integral part of the Partner Agreement for the agreed time period. Unless otherwise defined herein, all capitalized terms are as defined in the Partner Agreement, unless otherwise provided herein. In the event of conflict between the terms of the Partner Agreement and any applicable Annual SMP, the terms of the Annual SMP shall prevail.

Annual SMP Duration: The SMP duration begins on the SMP Effective Date above and extends through January 31st of the subsequent calendar year (subject to extension or renewal of the Partner Agreement). The parties shall then agree on a new Annual SMP prior to January 31st of the subsequent calendar year within the Agreement term. However, the Annual SMP shall automatically expire or terminate on the same date as the Partner Agreement without any further notice. The Annual SMP will only be renewed if the parties decide to renew the Partner Agreement.

Changes and supplements to this Annual SMP shall be made in writing. Subsequent Amendments if any shall appear in sequence as Amendment 1, 2, 3, etc. and will become part of the Partner Agreement.

COGNEX CORPORATION

DocuSigned by:

SIGNATURE: _____

Dave Bauer

4C36D123F6AE4D8...

DATE: _____

1/30/2021

NEFF ENGINEERING, LLC

DocuSigned by:

SIGNATURE: _____

Don Norman

503DA97371154B2...

Don Norman

PRINTED NAME: _____

Vice President

TITLE: _____

DATE: 12/31/2020



1.0 PRODUCT DISCOUNT SCHEDULE

Effective January 1, 2021, the Partner's discounts will be adjusted per the table below based on qualification for the Vision Systems and ID/Sensor Performance Bonus as described in Section 3.0 and 4.0:

COGNEX PRODUCT CATEGORIES	QUALIFYING TIER LEVEL	BASE DISCOUNT	PERFORMANCE & INCENTIVE BONUS	BONUS*
Vision Systems Include: 3D Sensors 3D Vision (DS1000) Products In-Sight Vision Products In-Sight ViDi	Strategic+	36%	90% Performance Bonus	1%
			100% Performance Bonus	1%
			105% Performance Bonus	2%
ID/Sensor Products Include: DataMan ID Products In-Sight ID Products In-Sight Sensor Products	Strategic	30%	90% Performance Bonus	2%
			100% Performance Bonus	3%
			105% Performance Bonus	2%
In-Sight Sensor Plus**	N/A	30%		
In-Sight System Basic*** In-Sight 75xx Products In-Sight 81xx Products	N/A	30%		
DataMan and Legacy WebScan Verifier Products**	N/A	30%		
Edge Intelligence**	N/A	20%		
Lighting, Lensing & Accessories	N/A	35%		
Training Services****	N/A	20%		
Deep Learning***	N/A	0%		
Vision Software (VPro)***	N/A	0%		
3D PC Based Software***	N/A	0%		
Other Services****	N/A	30%		

*Incentive/Performance Bonus is cumulative in each Product category.

** Bookings of In-Sight Sensor Plus, DataMan, Legacy WebScan Verifier Products and Edge Intelligence are applied to the ID/Sensor Products quota attainment.

*** Special Approval from Cognex Sales Management required to sell Vision Software (VPro), Deep Learning and 3D PC Based Software products. Bookings of these products are applied to the Vision Systems quota attainment.

**** Bookings of training services and other services are applied to the Vision Systems quota attainment.

2.0 SALES BOOKING QUOTAS

Cognex Partners are measured on their ability to reach their quarterly and Annual Sales Quotas per assigned Product Category. These quotas are based on the Partner's previous year's bookings and the potential business for their Territory.

COGNEX PRODUCT CATEGORIES	QUARTERLY PURCHASING QUOTAS				TOTAL
	Q1	Q2	Q3	Q4	
Vision Systems	\$472,333	\$512,219	\$505,921	\$608,784	\$2,099,256
ID/Sensors/Verifiers	\$290,902	\$315,467	\$311,588	\$374,940	\$1,292,896
Annual Purchasing Quota	\$763,234	\$827,685	\$817,509	\$983,724	\$3,392,153

Within 2 weeks of the end of each Cognex fiscal quarter (ATTACHMENT 2A), Cognex will review Partner's purchasing performance. In the event the Partner's year-to-date ("YTD") purchases are less than 90% of the cumulative YTD Product Category quotas (total of quarterly quotas to date), Partner shall receive written notification from Cognex that Partner is in default of the Agreement. In such case, Cognex and Partner will meet and implement a Performance Improvement Plan ("PIP") acceptable to Cognex to improve Partner's performance. Partner's failure to timely and fully complete the PIP may result in termination of the Agreement.

3.0 VISION SYSTEM PERFORMANCE BONUS

3.1. Cumulative Vision System Performance Bonus Qualification

3.1.1. 90% Vision System Performance Bonus

Achieve greater than 90% but less than 100% of the cumulative Vision System quota as defined in Section 2.0, Partner earns an additional 1% discount on Product purchases.

3.1.2. 100% Vision System Performance Bonus

Achieve greater than 100% but less than 105% of the cumulative Vision System quota as defined in Section 2.0, Partner earns an additional 1% discount on Product purchases.

3.1.3. 105% Vision System Performance Bonus

Achieve greater than 105% of the cumulative Vision System quota as defined in Section 2.0, Partner earns an additional 2% discount on Product purchases.

3.2. Vision System Performance Bonus Notice

If the Partner meets the qualifications outlined in Section 3.1, the Performance Bonus will be considered earned. The Partner will be notified of the earned or unearned status within 1 week of the close of the Cognex Fiscal Quarter. The Cognex fiscal calendar is included in Attachment 2A.

3.3. Vision System Performance Bonus Application

The Performance Bonus will be applied to all booked orders in the quarter following the qualification. Example: If the Partner earns the 105% Performance Bonus for the cumulative of Q1 and Q2, the 4% Performance Bonus will be applied to all Q3 Vision System bookings.

ID/SENSOR PERFORMANCE BONUS

3.4. Cumulative ID/Sensor Performance Bonus Qualification

3.4.1. 90% ID/Sensor Performance Bonus

Achieve greater than 90% but less than 100% of the cumulative ID/Sensor Quota as defined in Section 2.0, Partner earns an additional 2% discount on Product purchases.

3.4.2. 100% ID/Sensor Performance Bonus

Achieve greater than 100% but less than 105% of the cumulative ID/Sensor Quota as defined in Section 2.0, Partner earns an additional 3% discount on Product purchases.

3.4.3. 105% ID/Sensor Performance Bonus

Achieve greater than 105% of the cumulative ID/Sensor Quota as defined in Section 2.0, Partner earns an additional 3% discount on Product purchases.

3.5. ID/Sensor Products Performance Bonus Notice

If the Partner meets all qualifications outlined in each of Section 4.1, the Performance bonus will be considered earned. The Partner will be notified of the earned or unearned status within 1 week of the close of the Cognex Fiscal Quarter. The Cognex fiscal calendar is included in Attachment 2A.

3.6. ID/Sensor Performance Bonus Application

The ID/Sensor Products Performance Bonus will be applied to all booked orders in the quarter following the qualification. Example: If the partner earns the 105% ID/Sensor Performance Bonus for the cumulative of Q1 and Q2, the 8% ID/Sensor Performance Bonus will be applied to all Q3 ID/Sensor bookings.

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4.0 TERRITORY (ZONE of COVERAGE)

The Territory is the list of zip codes, entire state or country, where Cognex will support the Partner through joint marketing and sales actions, including the transfer of leads. This will also be the area where the Partner is expected to focus sales and marketing efforts. The Partner is expressly prohibited from shipping products outside their Territory without written consent from the Vice President of Americas Sales.

ASP is authorized to sell Products in the following Territory:

All zip codes in Indiana, except for the zip codes that start with 467 and 468, and the following exceptions: 46507, 46510, 46514, 46516, 46517, 46550, 46553, 46555, 46561, 46562, 46940, 46941, 46962, 46974, 46982. The following zip codes in Illinois: 62423, 62441, 62442, 62477 and 62478.





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5.0 REQUIRED STAFFING, CERTIFICATION AND TRAINING REQUIREMENTS

The Partner will maintain an adequate number of full-time, experienced personnel who are properly trained to market, sell and support the Products and otherwise perform its obligations under this Agreement. Partner will maintain qualified, full-time sales employees who devote their time and efforts to selling the Products necessary to identify and periodically contact all prospective Customers in the Territory.

5.1. Resource Definition

5.1.1. Non-Technical Account Manager

A Non-Technical Account Manager is a person who works for the Partner and is responsible for the management of sales and relationships with particular customers. Non-Technical Account Managers serve as the interface between the customer and the technical product specialists. This person is heavily reliant on the Vision/Sensor Technical Specialist for any technical requirements, demo opportunities or specific product details.

5.1.2. Technically Proficient Account Manager

A Technically Proficient Account Manager has the same responsibilities as the Non-Technical Account Manager. This resource is capable of delivering an effective product demonstration and articulates the technical details of the Cognex product portfolio. He is less reliant on the Vision/Sensor Technical Specialist but has access to these resources for advanced technical support and account planning.

5.1.3. Vision/Sensor Technical Specialist

The Vision/Sensor Technical Specialist conducts pre-sales feasibility studies, customer presentations, trade shows, training and onsite post-sales support. This person determines the right combination of Cognex Vision, Sensor hardware, lighting, optics and programing for an optimum solution. The resource works closely with Account Managers to meet/exceed their Annual Sales Quotas. The primary job duties of this person are as follows:

- Provides application feasibilities;
- Conducts technical seminars and demonstrations;
- Support trade shows;
- May provide customer technical support;
- May provide customer training;
- Timely and efficient completion of sales requests;
- Develops a broad technical knowledge of Cognex's Vision and Sensor product families.

5.1.4. The table below contains the training and certification requirements for partner staff. It's expected the partner will maintain these levels of certification and training for all staff. New employees will need to be certified after training within 90 days of hire.

COGNEX ASP CERTIFICATION & TRAINING REQUIREMENTS			
ACTIVITY	Non-Technical Account Manager	Technically Proficient Account Manager	Vision/Sensor Technical Specialist
Cognex General Sales Sensor/Vision eSchool Modules	X	X	X
Sensor/Vision Technical eSchool Modules	(optional)	X	X
Sensor/Vision Bootcamp		X	X
New Sensor/Vision Product Launch Training and Testing		X	X
Evaluation Proficiency eSchool Modules			X
EasyBuilder Training - Standard		(optional)	X
EasyBuilder Training - Advanced			X
Spreadsheet Training - Standard		(optional)	X
Spreadsheet Training - Advanced			X
In-Sight ViDi Standard			X

5.1.5. Existing Technically Proficient Account Managers can achieve Certification by passing the Sales Proficiency Tests and Demo Evaluations. If they don't pass these activities, an individual learning plan will be created and administered to achieve Certification.

6.0 PERSONNEL

The personnel listing for Partner is set forth in the table below. Partner shall update the information in this table on an as-needed basis by making updates on the Partner Portal. For Technical & Non-Technical Account Managers, written notice of any vacancy must be provided to Cognex within 7 days.

Fill in all that apply.

Resource Type	Name	Title	Email	Territory (if applicable)	Focus (if applicable)
Principal					
Cognex Product Sales Manager(s)					
Vision/Sensor Technical Specialist(s)					
Account Manager(s) - Technical					
Account Manager(s) – non-Technical					

7.0 MARKETING PLAN

In addition to other requirements set forth herein, to qualify for Product discounts associated with each Tier Level classification, the Partner will conduct, at Partner's sole expense, regional marketing activities as prescribed in the Marketing Plan below, commensurate with their Tier Level qualification. Cognex may elect to participate in a Cooperative Marketing Program (COOP) where pre-approved costs could be shared with proper documentation and process provision. All such marketing activities of Partner must be consistent with and conform to Cognex's corporate programs. Partner and Cognex shall meet quarterly to discuss and analyze the effectiveness of Partner's marketing activities over the prior 3 month period and discuss future marketing activities.

PARTNER MARKETING PLAN				
ACTIVITY		TRADING	STRATEGIC	STRATEGIC +
WEBSITE	Corporate Web Site	X	X	X
	Up to date Cognex Product Page	X	X	X
	Link back to Cognex Home Page	X	X	X
	Prominent sales phone number on home page	X	X	X
LEAD MANAGEMENT	Provides closed loop reporting on all Cognex leads (within 2 weeks)	X	X	X
	Tracks Cognex provided leads via Partner Portal	X	X	X
EVENTS	Holds 4-6 Cognex Seminars a Year (min attendance 10)		X	
	Holds 7+ Cognex Seminars a Year (min attendance 10)			X
EMAIL MARKETING	Sends 4-6 Cognex related emails a year		X	
	Sends 7 or more Cognex related emails a year			X

8.0 TECHNICAL SUPPORT PLAN

In addition to other requirements set forth herein, to qualify for Product discounts associated with each Tier Level classification, the Partner must submit a Technical Support Plan acceptable to Cognex. At a minimum, this plan should have the following components:

- Partner support landing page within the Partner website that includes a general phone number and general email (e.g., support@partner.com);
- Cognex certified technical resource whose responsibilities include email and phone support for Partner customers;
- Resource coverage plan for Technical Support;
- Escalation plan for partner technical support requests to Cognex;
- Communication plan for Cognex technical support requests to Partner.

9.0 DEMO/LAB EQUIPMENT REQUIREMENT

In addition to other requirements set forth herein, to qualify for Product Discounts associated with each Tier Level classification, the Partner agrees to purchase and maintain an adequate number of Products for demonstration, promotion and evaluation purposes as recommended by Cognex and mutually agreed upon between Cognex and Partner. Cognex will offer Partner incentive programs regarding the purchase of demonstration equipment during launches of new Cognex Products. Partner shall not resell the demonstration equipment within two years of its purchase, unless prior written approval of Cognex is obtained. Should demonstration equipment be sold within two years of launch, replacement(s) need(s) to be ordered to backfill those requirements.

The following table is a projection for demo/lab equipment purchase recommendations based on the current 2021 product launch schedule. This is an estimate only to be used for budgeting purposes as dates and amounts may change based on launch schedule changes.

Projected 2021 Demo/Lab Equipment Purchase Schedule					
Partner Type	Q1	Q2	Q3	Q4	Total
Strategic+ ASP	\$21,000	\$1,000	\$4,500	\$3,500	\$30,000

If demo equipment is not purchased at specified quantities, within the given time frame, standard discounts may be removed until requirements are fulfilled.



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10.0 SALES LOANER PROGRAM

Cognex may provide loaned equipment to Partner (for a specific purpose and for a limited time) in cases where the Partner requests equipment for application testing at Partner's customer. Partner may request loaned equipment through the local Cognex Sales Team. If Cognex agrees to provide loaned equipment, such equipment shall be provided "as is" and shall remain the property of Cognex at all times. Partner shall be responsible for the use and return of the loaned equipment. Partner agrees to return the loaned equipment to Cognex, at Partner's expense, in like new, resaleable condition by the mutually agreed end date of the loan period. Failure to return the equipment in accordance with this paragraph shall constitute a material breach of this Agreement. If Cognex has not received the returned equipment in a condition satisfactory to Cognex within 10 business days of the loan period end date, in addition to any other remedies that Cognex may have available to it, Cognex shall invoice Partner for the equipment (applying any applicable discounts) and Partner shall pay the invoice in accordance with this Agreement.

11.0 POS REPORTING

In addition to other requirements set forth herein, to qualify for Product Discounts associated with each Tier Level classification, the Partner must provide Point-of-Sale (POS) information at the time of order entry using the Cognex Partner Portal. Within 2 weeks of the end of each Cognex fiscal quarter, Cognex will review the Partner's percentage of assigned POS. In the event the Partner falls below 100% of orders reported without POS for the immediately preceding fiscal quarter, Partner shall receive written notification from Cognex that Partner is in default of the Agreement. In addition to its other rights and remedies under the Agreement, if the POS reporting is not promptly corrected, Cognex, in its sole discretion, may elect to reduce or eliminate the Partner's discounts. Once the POS information is entirely and correctly reported, discounts can be restored to previous levels.

12.0 SPECIAL PRICING REQUEST (SPR) PRICING VERIFICATION

When Cognex grants a Special Discount Request (SDR) and provides the Partner a promotional code for additional Product discounts for competitive or strategic pricing purposes, Cognex requires the Partner to provide a copy of their Customer's purchase order within ten (10) days of the Partner's receipt of such purchase order. Cognex uses the Customer's purchase order to verify that the pricing and discounts extended to the Customer match the pricing and discounts granted to the Partner pursuant to the SDR. If there is a discrepancy between the granted SDR and the actual pricing and discounts extended to the Customer in favor of the Customer, Cognex reserves the right invoice the Partner, and Partner agrees to pay, for the difference.

13.0 LOGISTICS APPLICATIONS

Prior to Partner pursuing, engaging with, or otherwise doing business with a customer that is addressing, or planning to address, a Logistics Industry application, Partner must receive Cognex's prior written consent by emailing Jared Laird, Cognex's Senior Channel Specialist, at jared.laird@cognex.com. If Cognex does not provide its written consent, Partner shall not pursue or accept the Logistics Industry business. For purposes of this Section, the "Logistics Industry" includes all retail distribution, parcel and postal, and airport baggage handling applications. This includes applications that involve automated sortation, dimensioning, pallet scanning, print and apply, presentation scanning, and other warehousing applications.

ATTACHMENT 2A

Cognex Fiscal Calendar

In 2021, there are 245 total working days (weekends NOT included).

WEEK #

JANUARY

(20 mfg days)

MON

TUE

WED

THU

FRI

SAT

SUN

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7

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1

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11

12

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WEEK #

FEBRUARY

(19 mfg days)

MON

TUE

WED

THU

FRI

SAT

SUN

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WEEK #

MARCH

(25 mfg days)

MON

TUE

WED

THU

FRI

SAT

SUN

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WEEK #

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WEEK #

MAY

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WEEK #

JUNE

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JULY

(19 mfg days)

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WEEK #

AUGUST

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WEEK #

SEPTEMBER

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WEEK #

OCTOBER

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WEEK #

NOVEMBER

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WEEK #

DECEMBER

(19 mfg days)

MON

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LEGEND:



RED = END OF FISCAL MONTH
Green = Earnings Release



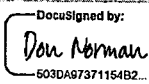
Certificate Of Completion

Envelope Id: FE425E1D0B4440C0946D7AEB3AC97463		Status: Completed
Subject: Please DocuSign: NEFF ENGINEERING (IN) 2021 ASP Americas Contract		
Source Envelope:		
Document Pages: 22	Signatures: 4	Envelope Originator:
Certificate Pages: 5	Initials: 40	Sales Channel Program Sales Channel Program
AutoNav: Enabled		1 Vision Dr.
Envelope Stamping: Enabled		Natick, MA 01760
Time Zone: (UTC-05:00) Eastern Time (US & Canada)		sales.channel.pgms@cognex.com
		IP Address: 73.249.185.102


Record Tracking

Status: Original	Holder: Sales Channel Program Sales Channel	Location: DocuSign
12/23/2020 9:27:08 AM	Program	
	sales.channel.pgms@cognex.com	

Signer Events

Signer	Signature	Timestamp
Don Norman dnorman@neffautomation.com Vice President Security Level: Email, Account Authentication (None)	 DocuSigned by: Don Norman 603DA97371154B2... Signature Adoption: Pre-selected Style Using IP Address: 96.59.106.42	Sent: 12/29/2020 4:05:09 PM Viewed: 12/31/2020 9:13:07 AM Signed: 12/31/2020 9:19:41 AM

Electronic Record and Signature Disclosure:
Accepted: 12/31/2020 9:13:07 AM
ID: 395bb4bb-d0d0-4e83-bb8b-c124997be102

Dave Bauer dave.bauer@cognex.com Vice President, Sales Americas Security Level: Email, Account Authentication (None)	 DocuSigned by: Dave Bauer 4C36D123F6AE4D8... Signature Adoption: Pre-selected Style Using IP Address: 165.225.9.21	Sent: 12/31/2020 9:19:44 AM Viewed: 1/30/2021 6:13:37 PM Signed: 1/30/2021 6:14:05 PM
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Electronic Record and Signature Disclosure:
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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Cognex Legal legal@cognex.com Security Level: Email, Account Authentication (None)	<div style="border: 1px solid black; padding: 5px; display: inline-block;">COPIED</div>	Sent: 1/30/2021 6:14:08 PM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
Paul Klinker Paul.Klinker@cognex.com Regional Sales Manager Security Level: Email, Account Authentication (None)	COPIED	Sent: 1/30/2021 6:14:08 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/29/2020 4:05:09 PM
Certified Delivered	Security Checked	1/30/2021 6:13:37 PM
Signing Complete	Security Checked	1/30/2021 6:14:05 PM
Completed	Security Checked	1/30/2021 6:14:08 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Cognex Corporation (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Cognex Corporation:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: privacy@cognex.com

To advise Cognex Corporation of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at leah.levy@cognex.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Cognex Corporation

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to leah.levy@cognex.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Cognex Corporation

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to privacy@cognex.com and in the body of such request you must state your email, full name, mailing address, and telephone number. Name, email address.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

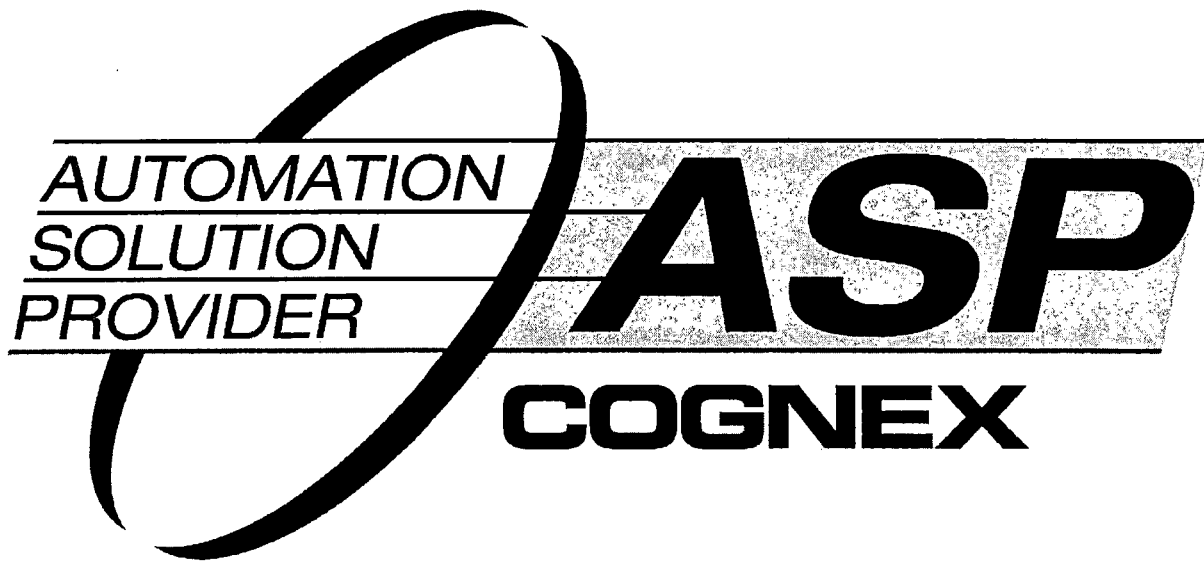
Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Cognex Corporation as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Cognex Corporation during the course of your relationship with Cognex Corporation.

FILED
03-02-2022
CIRCUIT COURT
DANE COUNTY, WI
2022CV000460
Honorable Jacob Frost
Branch 9



STRATEGIC PARTNER AGREEMENT

EXHIBIT C



**COGNEX / Neff ENGINEERING (OH/PA)
AUTOMATION SOLUTION PROVIDER (ASP)
PARTNER AGREEMENT - Americas**

This PARTNER Agreement ("Agreement") is made and entered into by and between **Cognex Corporation**, a corporation duly organized under the laws of the Commonwealth of Massachusetts, USA, with its principal place of business at One Vision Drive, Natick, Massachusetts, USA 01760-2059 ("Cognex"), and **Neff ENGINEERING (OH/PA)**, duly organized with its principal place of business at **176 Thorn Hill Rd, Warrendale, PA, USA, 15044** ("Partner").

NOW THEREFORE, in consideration of the premises, set forth herein, Cognex and Partner hereby agree as follows:

1.0 Appointment and Definitions

Cognex hereby appoints Partner as an Automation Solution Provider ("ASP") within the Territory (as defined in Attachment 2). All capitalized terms shall have the meanings set forth in their definitions herein, including those defined within any of the Agreement's Attachments set forth in Section 4 below.

2.0 Products, Prices, Discounts

Cognex will sell the Products (as defined in Attachment 1), accessories and services to Partner for its own account at the discounts set forth in accordance with the Product Discount Schedule set forth in the Partner's Annual Sales and Marketing Plan (SMP), Attachment 2. Such discounts will apply to Product list prices in effect on the date of purchase order acceptance by Cognex. The standard Product list prices shall be communicated to Partner via e-mail and/or via the Cognex Partner Portal, access to which will be provided by Cognex. This Agreement shall not apply to any other Cognex product currently offered or future products to be offered for sale by Cognex unless the parties agree in writing to include such products.

3.0 Term

This Partner Agreement shall commence on the Effective Date and expire on December 31, 2021, unless sooner terminated in accordance with the terms of this Agreement, including its attachments. This Agreement shall not expire if the parties have both signed an amendment extending this Agreement, prior to the expiration of the Agreement's then current term (initial term or renewal term, as applicable). "Effective Date" means the date which is the later of the date this Agreement is last signed by both parties hereto or January 1, 2021.

4.0 Additional Terms

This Partner Agreement includes the following attachments (each an "Attachment" and collectively the "Attachments"), included herewith and incorporated herein by reference:

- Attachment 1 - Regional Terms and Conditions Supplement
- Attachment 2 - Sales and Marketing Plan ("SMP")
- Attachment 2A - Cognex Fiscal Calendar

5.0 Entire Agreement; Precedence

This Agreement, including its Attachments, constitutes the entire agreement between the parties hereto and supersedes all prior agreements, representations, warranties, statements, promises, information, arrangements and understandings, whether oral or written, express or implied, between the parties hereto with respect to the subject matter hereof. No modification of this Agreement shall be valid unless in writing and signed by both parties. This Agreement and its Attachments set forth the terms and conditions applicable to Partner purchase orders issued during the term of this Agreement, irrespective of whether this Agreement is referenced by such purchase orders, and replaces in their entirety all of the pre-printed terms and conditions appearing on Partner purchase order form and any Cognex return document. The terms and conditions of sale herein and any Attachments hereto take precedence over Partner's additional or different terms to which notice of objection is hereby given. Neither Cognex's commencement of performance nor delivery shall be deemed or construed as acceptance of Partner's additional or different terms. In the event of conflict between the terms of this Agreement and its Attachments, the following order of precedence shall apply: (A) this Agreement, (B) Attachment 2, and (C) Attachment 1.

6.0 Counterparts

This Agreement may be executed in two or more counterparts, which together shall constitute a single agreement. This Agreement and any documents relating to it may be executed and transmitted to any other party (i) by facsimile, (ii) by email of a document in "portable document format" (PDF), or (iii) by electronic signature using an electronic signature service specified by Cognex, which facsimile, PDF or electronic signature shall be deemed to be, and utilized in all respects as, an original, wet-inked document.

IN WITNESS THEREOF, Cognex and Partner hereby have executed this Agreement as of the date by which both parties have signed below.

COGNEX CORPORATION

DocuSigned by:

By: Dave Bauer

(Auth: 4C36D123F6AE4D8...

Name: Dave Bauer

(Printed or Typed)

Title: Vice President, Sales Americas

Date: 1/30/2021

Neff ENGINEERING (OH/PA)

DocuSigned by:

By: Don Norman

(Auth: 503DA97371154B2...

Name: Don Norman

(Printed or Typed)

Title: Vice President

Date: 12/31/2020



ATTACHMENT 1

Automation Solution Provider (ASP)

Regional Terms and Conditions - Americas

1.0 DEFINITIONS

- 1.1. **“Annual Sales Quota”** means the agreed-upon sales quotas for all Product Categories for each program year as specified in the Annual Sales & Marketing Plan, as defined below.
- 1.2. **“Annual Sales & Marketing Plan” or “SMP”** means the annual sales & marketing plan to be entered into by the parties each year, as further described in Section 4.0 of this Attachment. The SMP in effect at any given time shall be attached as Attachment 2 to the Agreement.
- 1.3. **“Cognex Technology”** means all knowledge, information, discoveries, patents, patent applications, copyrights, mask works, concepts, ideas and other intellectual property owned by Cognex and/or its direct or indirect affiliates, whether patentable, copyrightable or not, including without limitation, know-how, processes, methods, formulae, software algorithms and techniques, and all manifestations or embodiments thereof and improvements made thereto.
- 1.4. **“Object Code”** means the machine-readable form of computer programming code and algorithms.
- 1.5. **“Partner Portal”** means the website operated by Cognex for Cognex business Partners to place electronic purchase orders, share marketing resources and project information. The Partner Portal provides online Product information, pricing and discounts, and an online ordering system.
- 1.6. **“Products”** means the Cognex hardware and/or Cognex Software products, any related documentation and any related services offered for sale and/or license to the general public in the ordinary course of Cognex's business and listed in the Product Discount Schedule of Attachment 2.
- 1.7. **“Product Category”** means the different Product families defined in Attachment 2.
- 1.8. **“Sales Lead”** means a sales opportunity and/or project identified either by Cognex or Partner.
- 1.9. **“Software”** means the Cognex software (in Object Code format only), and any related documentation, listed or included as part of Products.
- 1.10. **“Territory”** means the geographic area defined in the applicable SMP.

2.0 TERRITORY, PRODUCTS, PRODUCT DISCOUNT SCHEDULES AND ORDERING

2.1. Territory

- 2.1.1. Partner is authorized to sell and promote the Products, pursuant to these terms and conditions, within the Agreement's designated Territory. Partner acknowledges that its appointment hereunder is nonexclusive and that Cognex reserves the right, at any time, to directly or indirectly sell or license any of the Products within Partner's Territory or anywhere in the world and to appoint system integrators, sales representatives, agents, additional Partners, or others, for the promotion, sale, resale or value-added resale and/or licensing of the Products to any customers within the Territory or anywhere in the world, without thereby incurring any commission or any other obligation to Partner.

2.2. Products and Product Discount Schedules

- 2.2.1. The specific Products Partner is authorized to sell are specified in the Product Discount Schedule set forth in Attachment 2, which also includes any Product price discounts. Such discounts will apply to Product list prices in effect on the date of purchase order acceptance by Cognex. The Product Discount Schedule will be reviewed annually as part of the SMP.
- 2.2.2. Notwithstanding the Product list price discounts set forth in the Product Discount Schedule, Cognex may occasionally offer or agree to a discount rate that varies from the Product Discount Schedule if Cognex, in its sole discretion, deems such variance appropriate or necessary to promote a particular strategic business opportunity. Variances from the Product Discount Schedule must be agreed to in writing by Cognex and shall not otherwise amend the Product Discount Schedule.
- 2.2.3. If Partner fails to meet its obligations under this Section 2.0 or the SMP, then, without limiting its other available remedies, Cognex may change the discounts, Territory and/or Products of the Agreement immediately upon written notice to Partner.
- 2.2.4. Cognex reserves the right to make changes to any Product(s), prices and discounts stated in the SMP upon 30 days' prior written notice to Partner; however, no prior notice shall be required for price decreases.

2.3. Ordering Process

- 2.3.1. Deliveries of Products pursuant to the Agreement shall be initiated by purchase orders entered by the Partner directly on the Cognex Partner Portal and are subject to acceptance by Cognex. Each purchase order shall specify a single delivery date not later than 30 days from date of issue. Partner shall specify the shipping address for each order in its purchase orders. Partner shall provide a sales forecast upon Cognex's request. The terms of the Agreement shall apply to all purchase orders.



ASP Regional Terms and Conditions – Americas

over any terms or conditions contained in any other documentation related to the subject matter of the Agreement and expressly exclude any of Partner's general terms and conditions contained in any purchase order or other document issued by Partner.

2.4. Point-of-Sale Reporting

- 2.4.1. Partner shall provide end user customer point-of-sale data at the time of order entry by placing all orders directly on the Cognex Partner Portal and providing the required information. Point-of-sale information shall include Customer Name, Address, Postal Code, Country, and Industry Classification. Any items identified as "Stock Order" under the appropriate Industry Classification during the order entry process must be reclassified within 30 days of order entry date. Point-of-sale information is a material requirement of the Agreement.

2.5. Discounts

- 2.5.1. Discounts granted under the Agreement are granted as compensation for Partner's substantial commitment to and focus on strengthening the Cognex brand within the Territory (recognizing Partner's targeted sales and support efforts and investment in expertise). Such discounts are based on the premise that Partner will actively approach customers (via direct mailings, e-mails, phone calls, texts or visits) only within the Territory. However, notwithstanding the foregoing, Partner may respond to unsolicited requests from customers outside the Territory if both the customer and Partner are located within the United States. Partner will report any unsolicited requests to Cognex prior to accepting such unsolicited orders so that any Product discounts can be evaluated by Cognex prior to order acceptance by Partner. Cognex reserves the right to review discounts for any Partner sales outside the Territory and to revise such discounts in Cognex's sole discretion.

3.0 DELIVERY, PAYMENT AND WARRANTY TERMS

3.1. Delivery Terms

- 3.1.1. Delivery terms are (a) f.o.b. origin (Cognex facility) if Partner is within the United States, or (b) FCA (Incoterms 2000) if Partner is outside of the United States. Title to and possession of Product hardware passes from Cognex upon delivery to Cognex's shipping point, subject to the limitations herein, and Cognex shall have satisfied all delivery obligations at that time, whereupon Partner assumes all responsibility for and risk of loss or damage to the Product. Cognex hereby retains a security interest in Products until the purchase price thereof has been paid in full to Cognex. In the event of default by Partner, Cognex shall have all rights and remedies of a secured creditor under any and all applicable laws. In the event that Partner delivers title to such Product to a third party, Partner hereby assigns to Cognex, as security for any outstanding payments which Partner owes Cognex, all claims for payments the Partner may have towards such third party for such Product. Cognex shall only be entitled to collect payment for the assigned claims in the event that Partner fails to meet its financial obligations towards Cognex. Partner agrees to execute financing statements and other such documents as Cognex may request in order to perfect its security interest. If Partner fails to execute such financing statements and other documents within 14 days of a request by Cognex, then Partner hereby grants Cognex full power and authority to execute and file such financing statement and other documents on Partner's behalf.

3.2. Delays

- 3.2.1. Cognex shall not be liable for delays in delivery or failure to manufacture due to causes beyond its reasonable control. In the event of any such delay or failure, Cognex shall be entitled to extend the delivery date by a commensurate period of time.

3.3. Payment

- 3.3.1. Payment terms are net 30 days from invoice date. Partner shall be subject to a credit limit as determined by Cognex. All payments shall be made in U.S. Dollars. If Partner is located outside the U.S., payments shall be by wire transfer. Cognex shall have the right to cancel any accepted purchase order or to refuse or delay shipment if Partner fails to meet applicable payment terms or if there is any adverse change in Partner's financial status. **Cognex may alter or suspend credit and payment terms whenever the payment history or financial condition of Partner warrants such action. Overdue payments will be subject to a 1.5% monthly interest rate. Partner shall be liable for all costs, expenses and attorneys' fees incurred by Cognex in the collection of delinquent accounts.** Partner shall perform its obligations under the Agreement without setoff, deduction, recoupment, or withholding of any kind for amounts owed or payable by Cognex, whether relating to Cognex's breach, bankruptcy, or otherwise and whether under the Agreement, any purchase order, or any other agreement.

3.4. Export and Ethics

- 3.4.1. Partner's export of Cognex products, services or technology, or information about the same, outside the United States is subject to the latest export regulations issued by the U.S. government. Adherence to such regulations, in particular the U.S. export administration regulations issued by the U.S. Department of Commerce, is the Partner's responsibility.
- 3.4.2. Partner shall strictly comply with (i) the requirements of all applicable laws and regulations concerning ethical business practices worldwide, including but not limited to the U.S. Foreign Corrupt Practices Act (the "FCPA"), the U.K. Bribery Act and all other similar national laws prohibiting bribery and fraud in public (government) or commercial transactions, and (ii) any additional standards concerning ethical business practices which Cognex may provide to Partner in writing from time to time. Partner shall par



ensure that its relevant personnel shall participate) in any training programs that Cognex may require from time to time in relation to Partner's obligations under this Section. Partner shall also retain such records (and, upon request, provide copies of such records to Cognex) as Cognex may require in relation to Partner's compliance with its obligations under this Section.

3.4.3. Partner represents and warrants that all of the information that it provided to Cognex during Cognex's due diligence investigation in relation to the Agreement was and remains true and accurate in all material respects, and Partner covenants that if such information changes in any material respect during the term of the Agreement, Partner shall promptly inform Cognex in writing of such change or changes.

3.4.4. Partner represents and warrants that neither it nor any of its affiliates is in violation of any applicable export controls or any sanctions, laws or regulations, including, but not limited to, U.S. sanctions administered by the U.S. Department of the Treasury's Office of Foreign Asset Control ("OFAC"). Partner also represents and warrants that neither it nor any of its affiliates is, or during the past five (5) years has been, designated on (i) any United States Government restricted parties list, including, without limitation, the U.S. Department of Commerce's Bureau of Industry and Security's Denied Persons List, Entity List or Unverified List; OFAC's Specially Designated Nationals and Blocked Persons List; or the U.S. Department of State's Directorate of Defense Trade Controls' Debarred Persons List; (ii) the U.N. Security Council Committee List Concerning Al-Qaida and Associated Individuals and Entities; (iii) the U.K. Consolidated List of Financial Sanctions Targets; (iv) The Consolidated List of Persons, Groups and Entities Subject To EU Financial Sanctions; or (v) any other relevant jurisdiction's government restricted parties list.

3.5. Taxes and Duties

3.5.1. Prices for Products exclude all sales, use and import taxes, licenses, fees, VAT and custom duties, which are in addition to the quoted prices and shall be Partner's responsibility, and any such cost incurred by Cognex will be passed on to Partner, which are in addition to the quoted prices and shall be Partner's responsibility.

3.6. Cancellation or Schedule Changes

3.6.1. Schedule changes requested by the Partner within 30 days of the scheduled Product shipment date are subject to a 5% rescheduling fee. If an order is canceled prior to the scheduled ship date, Partner will be subject to the following cancellation charges: 0-30 days before shipment: 20% of order value; 31-60 days before shipment: 10% of order value. Purchase orders or purchase order line items for custom parts or custom Products are non-cancelable.

3.7. Product Suitability

3.7.1. The performance of Products depends on a variety of parameters that are beyond the control of Cognex. Performance of Products may vary considerably from one application to the next. Cognex makes no claim, representation or warranty concerning the performance or suitability of Products for or in end user applications. The assessment of usefulness and suitability of Products for each application rests solely with Partner. Partner unilaterally establishes its own resale prices and terms regarding Products it sells to third parties.

3.8. Warranty

3.8.1. Cognex warrants hardware Products of its manufacture to be free from defects in material and workmanship for a period of 18 months from delivery. If Product hardware fails due to a defect in material or workmanship during the warranty period, the Partner (not other parties which may have physical possession) shall notify Cognex and request a return authorization. The defective Product shall then be returned to Cognex's repair center by Partner or its designee, freight prepaid, together with a failure report. If covered by this warranty, Product will either be repaired or replaced, at Cognex's option, and returned to Partner or its designee, freight prepaid. If the failed Product is covered by a Hot Swap Program, Cognex will ship within 48 hours, excluding Saturdays, Sundays and public holidays, a replacement for a failed part covered by the Hot Swap Program. The Hot Swap Program covers the cost of the shipment for the part to be replaced to the Partner's site where the Hot Swap Program was purchased. In exchange, Partner must return the failed Product to Cognex within 14 days of the receipt of the replacement, freight prepaid. If the failed Product covered by the Hot Swap Program is not received within 30 days, Partner may be invoiced the full list price of the Product. Cognex is not responsible for providing replacement hardware during the repair period. The foregoing warranty shall not apply to defects resulting from (i) improper or inadequate maintenance by Partner; (ii) Partner-supplied equipment, hardware, software or interfacing; (iii) unauthorized modifications, misuse or accidents; (iv) operation outside of the environmental specifications of the Product; or (v) improper site preparation and maintenance. Services shall be performed in a professional manner in conformity with industry standards. This warranty is in lieu of all other warranties, express or implied, including warranties of merchantability or fitness for a particular purpose. All Software is provided "as is."

4.0. ANNUAL SALES & MARKETING PLAN; OBLIGATIONS & RESPONSIBILITIES OF PARTNER

4.1. Annual Sales & Marketing Plan ("SMP")

4.1.1. Partner and Cognex agree to comply with a written mutually agreed-upon SMP. Cognex and Partner will review performance against this plan on a regular basis (at a minimum quarterly). The parties shall agree on a new SMP prior to February 1st of each subsequent calendar year for any such subsequent program year within the Agreement term. Partner will not be entitled to continued receipt of the Product Discount until the successor SMP (and its applicable quotas) are agreed upon in writing. The SMP will be signed by the parties separately and each signed SMP shall be deemed to be incorporated in the Agreement.



4.2. **Demonstration Equipment; Meeting Facilities**

- 4.2.1. Partner agrees to purchase and maintain an adequate number of Products for demonstration, promotion and evaluation purposes as recommended by Cognex and agreed to per the SMP.
- 4.2.2. Partner agrees to maintain and utilize adequate facilities for the purpose of conducting customer demonstrations and workshops.

4.3. **Marketing Guidelines**

- 4.3.1. Partner agrees to strictly adhere to the marketing guidelines set forth in both the SMP and Partner Identity Guide while conducting marketing activities.
- 4.3.2. Partner may promote Products and itself as a Cognex partner via the internet, but shall not disclose (directly or indirectly) or advertise through the internet any Product price(s) or any Cognex printed media, including but not limited to Product catalogs.

4.4. **Project Information**

- 4.4.1. Cognex makes available to Partner the Cognex Partner Portal where Cognex and Partner will maintain Sales Leads. Partner shall enter all required project information (including but not limited to account name, customer name, address, postal code, country, industry classification, project status, and assigned Partner sales person) and shall keep this information up-to-date. Where a confidentiality agreement prohibits Partner from sharing the customer name and address, Partner shall instead assign the project a code name and provide city and state in lieu of customer name and address.
- 4.4.2. For all Cognex Sales Leads accepted by Partner, Partner shall undertake all necessary commercial actions in order to actively pursue such Cognex Sales Leads. If Partner agrees to pursue the Cognex Sales Lead, it must enter the required data on the Cognex Partner Portal and keep it up-to-date. If the Partner does not accept the Cognex Sales Lead, it must promptly send an official notification in writing to Cognex. Failure to comply with this Section 4.4.2 shall be deemed a material breach of the Agreement. In such case, Partner shall not contact the Sales Lead. Partner shall not under any circumstances offer any Competitive Products to any Sales Lead provided by Cognex. **“Competitive Products”** means any products that perform similar functions to, or otherwise compete with, directly or indirectly, Cognex Products, as solely determined by Cognex.
- 4.4.3. For all Cognex Sales Leads and customer introductions supplied by Cognex, Partner agrees to offer only Cognex Products, and no Competitive Products, for the application and customer location specified in the Sales Lead or introduction. If Partner is unable to identify a suitable Cognex Product for such Sales Leads, Partner will return the Sales Lead to Cognex.

4.5. **Annual Quotas**

- 4.5.1. Partner shall use its best efforts to promote and sell Products in the Territory as well as achieve its Annual Sales Quotas for each Product Category as set forth in the applicable SMP. If the Partner fails to achieve its quotas, Cognex may avail itself of any remedy set forth herein or within the applicable SMP.

4.6. **Partner Obligations**

- 4.6.1. The following states specific authority and responsibilities of the Partner for the term of the Agreement. Partner shall:
- a) Actively sell and promote Products in, and only in, the Territory;
 - b) Offer its customers value-added services, including training, consultancy and integration assistance;
 - c) Offer its customers Software support and application development services independent of Cognex (Partner may resell Cognex's hardware support programs, but Cognex's responsibilities shall be solely to Partner);
 - d) Use due care and skill in performing its obligations hereunder and comply with all applicable laws;
 - e) Not modify or alter Products without prior written consent of a duly authorized representative of Cognex;
 - f) Take no action which will bring Cognex or any Product into disrepute;
 - g) Not engage in misleading, deceptive or unethical practices;
 - h) Not engage in the auction of Products, or the aiding or abetting of others in doing so;
 - i) Meet all SMP requirements, including all SMP “Investment” requirements set forth in the applicable SMP table, for each program year of the Agreement;
 - j) Not make any representations, warranties, or guarantees to customers with respect to the specifications, features or capabilities of Products that deviate from then-current published literature or documentation made available by Cognex; and
 - k) Establish and maintain an appropriate organization (legal entity) to actively sell, promote and support Products and comply with the Agreement in the Territory. Partner shall provide Cognex with organization charts depicting the relevant individuals in the Territory within the organization.

- 4.6.2. Unless otherwise agreed to in writing by a member of the Cognex sales management team, Partner shall not during the term of the Partner Agreement offer for sale any Competitive Products. If further clarification is required as to whether a product is a Competitive Product, Partner shall seek prior determination from Cognex as to whether any such product is a Competitive Product before marketing, selling or licensing any other supplier's products. Notwithstanding Section 10.1.2(a) below, if Partner breaches this Section 4.6.2 or if Cognex reasonably believes that Partner intends to breach this Section 4.6.2, Cognex may: (i) reduce the Partner's Qualifying Tier Level in Section 1.0 "Product Discount Schedule" of the Sales and Marketing Plan in Attachment 2, or (ii) terminate this agreement upon written notice to Partner, with immediate effect, and Partner shall have no ability to cure such breach or intended breach.
- 4.6.3. Partner, including its employees, officers, directors and other individuals with an ownership interest in Partner ("**Representatives**"), shall not engage, participate or invest, directly or indirectly, in any capacity in any business that is either a Partner customer or sells, directly or indirectly, Competitive Products. Any Partner, ownership interest in such businesses combined with any ownership interests of its Representatives in such businesses resulting from open-market purchases of one (1%) percent or less of the capital stock of such business, the stock of which is regularly traded on a public stock exchange or in the over-the-counter market and where the Partner or its Representatives, as the case may be, has no involvement in such entity or its business activities other than exercising voting rights as an equity holder, shall not constitute a violation of this provision.

Failure to meet these Section 4.0 obligations shall constitute a material breach of the Agreement.

5.0 OBLIGATIONS AND RESPONSIBILITIES OF COGNEX

- 5.1. Cognex will, at its discretion, transfer Sales Leads when such leads require Partner support and are based in Partner's Territory. Sales Leads will be made available to Partner via the Cognex Partner Portal.
- 5.2. Cognex will, at its discretion, provide marketing expertise and assistance to a reasonable extent to help Partner accelerate the growth of its business.
- 5.3. Cognex will provide technical updates and Product roadmap briefings to Partner.
- 5.4. Cognex will, at its sole discretion, provide suitably qualified personnel to assist Partner in developing expertise to host seminars, classroom training and workshops.
- 5.5. Cognex will provide such other support as stated in the applicable SMP.

6.0 CONFIDENTIALITY, NON-DISCLOSURE AND PERSONAL DATA

- 6.1. "**Recipient**" means the party hereto (including its direct and indirect affiliates) receiving Confidential Information in connection with the Agreement; "**Discloser**" means the party hereto (including its direct and indirect affiliates) disclosing Confidential Information in connection with the Agreement.
- 6.2. Recipient shall hold in confidence and shall not disclose any Confidential Information it receives from Discloser to any other person, firm, or entity, associated or otherwise, or use the Confidential Information for any purpose except the performance of its obligations under the Agreement, except as expressly permitted by Discloser ("**Permitted Purpose**") and, only to the extent necessary for the execution of such Permitted Purpose.
- 6.3. "**Confidential Information**" means as all information disclosed by Discloser to Recipient that is either (i) identified as proprietary or confidential at the time of disclosure, or (ii) of a nature such that a reasonable person would consider the information/materials to be confidential or proprietary in nature under the circumstances.
- 6.4. Recipient shall protect Confidential Information with at least the same degree of care with which it protects its own confidential information, but in no case with less than a reasonable degree of care. Information shall not be deemed Confidential Information and Recipient shall have no obligation with respect to any information to the extent that it can be proven by Recipient's written records that said information: (1) was already known to Recipient prior to receipt from or disclosure by Discloser, without obligation of confidentiality; (2) is or becomes publicly known without breach of the Agreement by Recipient; (3) is received from a third party without similar restriction and without breach of the Agreement; (4) is independently developed by Recipient without reference to, or use of, Discloser's Confidential Information; or (5) is disclosed to the extent required to comply with a judicial order or applicable governmental regulation or statutory requirement, provided that Recipient provides Discloser with advance notice of the requirement and an opportunity to object to any disclosure. Partner shall have no proprietary interest in information pertaining to the sale and/or license of Products, including customer information.
- 6.5. Recipient shall be entitled to disclose Confidential Information only to its employees, consultants and subcontractors ("**Agents**") who have a need for such disclosure to fulfill the Permitted Purpose. Any such Agents receiving Confidential Information shall be bound by the terms of this Section 6, or shall be bound by a similar agreement with terms at least as protective as the terms of the confidentiality obligation hereunder, and Recipient shall be responsible for such obligations of its Agents.
- 6.6. Confidential Information of a party shall be and remain the property of that party, and written or tangible Confidential Information and any copies thereof, shall be promptly returned to Discloser or destroyed at Discloser's option and request. The disclosure of Confidential Information shall not be construed as Discloser granting or conferring to Recipient any patent or other intellectual property rights by license or otherwise, whether express or implied. Information pertaining to the sale or use of Cognex Products by customers and end users shall not, as between Cognex and Partner, be deemed Partner Confidential Information.



- 6.7. Recipient's obligation of confidentiality hereunder shall survive termination of the Agreement for a period of five (5) years from the date of disclosure of Confidential Information.
- 6.8. Partner will take all necessary steps to comply with any applicable data privacy laws when handling any personal data which Cognex may provide.

7.0 OWNERSHIP OF COGNEX TECHNOLOGY; SOFTWARE LICENSES

7.1. Cognex Technology

- 7.1.1. Partner recognizes and acknowledges that Cognex Technology is the sole property of Cognex, and Partner agrees that, except as provided in Sections 7 and 8, Partner will acquire no right, title or interest, whether express or implied, in or to the use of the Cognex Technology.

7.2. Software License

- 7.2.1. All Cognex Software (including firmware) provided, directly or indirectly, to Partner is provided to Partner under license only, and not by sale. Cognex grants to Partner a limited, personal, non-exclusive, non-transferable license to distribute and sublicense the Cognex Product Software, Object Code version only, to customers in the Territory for use (i) on Cognex Products or personal computers or (ii) in connection with Cognex Products or Cognex hardware dongles sold and/or licensed by Cognex hereunder, pursuant to the terms of this license grant. Partner shall maintain records concerning its sublicense of Cognex Software, and shall allow Cognex reasonable access to such records consistent with the audit provisions of Section 11.9 herein. Except as may be required by applicable third party licenses, Partner, its agents, employees, consultants, subcontractors or other third parties within the control or under the direction of Partner, are prohibited from reverse-engineering, decompiling, copying, modifying, adapting, varying, or disassembling any portion or version of the Software, or the attempting of any of the foregoing, or the aiding or abetting of others to do so and **Partner hereby waives any rights under any applicable law with respect thereto**. Partner further acknowledges that the Software qualifies as original works and constitutes copyrighted material, and that Partner and/or its sub-licensees shall neither (a) make or distribute unauthorized copies of the Software, nor (b) acquire any ownership rights in the Software. Except as expressly licensed to Partner hereunder, all rights, title and interests to and in the Software and all extensions, enhancements and modifications thereof shall remain at all times with Cognex and any third party holding a valid interest in the Software. Partner is expressly prohibited from using any portion or version of the Software with any other software or copyrighted work in such a way that any portion or version of the Software would be required by the license terms applicable to the other software or work to be (a) made available in source code form, (b) made available without charge or at minimal charge, (c) licensed for the creation of derivative works or (d) which would require Cognex or its licensors to grant any third party any rights or immunities under any intellectual property owned by or licensed to Cognex. Portions of the Software may include one or more components that are derived from software subject to a General Public License ("**GPL**"), Lesser General Public License ("**LGPL**") or other open source license. Any such components are licensed exclusively under such GPL, LGPL or other open source license, as applicable, and not under the Software license Terms and Conditions hereinabove.
- 7.3. Partner shall display in a clearly visible location in its documentation and/or software display screens a notice that indicates to its customers that Partner's product contains copyrighted software under license from Cognex. Partner shall not remove notices or identifying characteristics from Cognex Products.

8.0 USE OF COGNEX'S TRADE NAME, TRADEMARKS AND TRAINING DOCUMENTATION

8.1. Tradename

- 8.1.1. Partner shall retain all Cognex markings, colors or other insignia that are affixed to Products at the time of Cognex's delivery. Upon written request by Partner, Cognex may permit Partner to delete any such markings. Non-Cognex equipment sold by Partner shall not bear Cognex markings.

8.2. Trademark

- 8.2.1. Subject to and expressly conditioned upon compliance with the terms herein, Cognex grants Partner a license to use applicable Cognex trademark(s) in its marketing and promotional materials (i.e., catalogs, brochures, Internet web sites, etc.) only in connection with Partner's promotion, marketing and sale of Cognex Products, and only during the term of the Agreement. Partner (i) shall in no way remove or alter any trademark or trade name on Products or other merchandise supplied to it hereunder, (ii) shall not use or register the name "Cognex" or the names of any Cognex products or any trademarks or trade names similar thereto, (iii) shall not register any internet domains containing such trademarks and (iv) shall not purchase or use the Cognex's trademarks for web advertising as a sponsored link without Cognex's prior written approval. Other than as stated in this Section 8.2.1, Partner shall acquire no right, title or interest in any Cognex trademark. Partner may not use or reproduce any Cognex trademark except as expressly provided herein.

8.3. Training Documentation

- 8.3.1. Any training documentation in the form of presentation materials, manuals and hand-outs given to Partner during Product training sessions are furnished to Partner under the terms stated herein. While the Partner shall, at the time of delivery, take ownership of the tangible media upon which the training documentation is delivered, Cognex shall retain ownership of the contents thereof, including all Cognex Technology and intellectual property therein. Cognex grants to Partner a limited, non-exclusive, royalty-free, non-transferable license, without right of sublicense except as expressly stated below, to use the delivered training documentation solely to give training and seminars to its customers.



actual or potential customers of Cognex Products, for use at a single Partner site. This license includes the right to show the training documentation to said customers, to perform multimedia presentations to them and to make electronic or hard copies of the presentation. Furthermore, this license includes the right to print hand-outs and to distribute hard copies of same to said customers for their internal use only; however, distribution by the Partner of electronic copies to customers or any other third parties is prohibited unless Cognex gives its prior written approval. Partner shall not modify the training documentation for the purpose of dissemination to Partner's actual or potential customers without the prior written approval of Cognex. Cognex reserves the right to (i) modify the training documentation from time to time, (ii) require Partner to return or destroy former versions of the training documentation within Partner's possession, including any and all copies, and (iii) provide and require the use of the updated modified version(s) of the training documentation. Except for the license granted hereinabove, Partner shall not acquire any right, title or interest in the training documentation, and all rights not granted are reserved by Cognex. **Training documentation is provided "as is" and Cognex disclaims all warranties on the training documentation.** Use of Cognex training documentation is further subject to Sections 7.1, 8.1 and 8.2 herein, and individual items of training materials may be further subject to the confidentiality terms of Section 6.0, as applicable.

9.0 INDEMNIFICATION AND LIABILITY

9.1. Cognex Indemnification

- 9.1.1. Cognex shall indemnify and defend Partner against any claim, suit, or proceeding brought against Partner by a third party insofar as such claim, suit or proceeding is based upon an assertion that Product delivered hereunder infringes upon a U.S. patent or registered copyright, provided Partner (i) notifies Cognex promptly in writing as to any such claim, suit or proceeding, (ii) grants Cognex sole control over the defense and settlement thereof, and (iii) reasonably cooperates in response to a Cognex request for assistance. Should any Product become, or in Cognex's opinion be likely to become, the subject of a cause of action of infringement, Cognex may, at its sole discretion and expense, (a) obtain for Partner the right to make continued use of such Product, (b) replace or modify such Product so that it is no longer infringing, or (c) request return of Product and upon receipt thereof refund to Partner the residual value thereof, calculated using straight line depreciation over a 5-year useful life. Cognex shall have no liability if the alleged infringement is based upon (1) the manner of combination with non-Cognex products; (2) the inspection application or manner of use of Product; (3) Partner's (or Partner's customer's) use of any older version of Software when use of a newer Cognex revision would have avoided the infringement; (4) any modification made without Cognex's written approval; (5) any modification made by Cognex pursuant to Partner's specific instructions; or (6) any intellectual property right owned by Partner, any of its affiliates or any end user, or licensed by any of the foregoing from a third party. **Notwithstanding the foregoing, in no event shall Cognex's liability to Partner under this Section 9.1.1 exceed the amount paid by Partner to Cognex for any allegedly infringing Product.**

9.2. Limitation of Liability

- 9.2.1. For any Partner indemnification claims concerning patent and/or copyright infringements (Section 9.1), the remedies and liabilities shall be as exclusively set forth in this Section 9. For any claims other than those described in the preceding sentence, liability shall be limited to proven direct damages caused by Cognex's gross negligence or willful misconduct, not to exceed the price paid to Cognex for the specific Cognex Product that is the basis of the claim.
- 9.2.2. In no event shall Cognex be liable for any special, consequential, exemplary, incidental, or indirect damages (including, but not limited to, loss of profits, revenues, data and/or use), even if advised of the possibility thereof or if otherwise foreseeable.
- 9.2.3. In no event shall Cognex be liable to end user(s) or other third parties for any damages (a) caused by or arising out of Partner's failure to perform its covenants and responsibilities, whether by reason of Cognex's alleged gross negligence, willful misconduct or otherwise; (b) caused by repairs or alterations to Product(s) done without Cognex's written approval; or (c) due to Product deterioration during periods of storage by Partner or any end user.

9.3. Partner Obligations

- 9.3.1. Partner agrees that Cognex, by entering into and performing its obligations under the Agreement, does not assume and shall not be exposed to the business and operational risks associated with (a) Partner's business; or (b) end-user use of products marketed by Partner, whether used in combination with Cognex Products or not. To the extent a claim, suit or proceeding is brought against Cognex by an end-user or other third party arising from or related to Partner's acts or omissions including, but not limited to, (i) Partner's breach of its covenants, representations and/or warranties set forth in the Agreement; (ii) those arising from or related to the content, use or misuse of other products or systems marketed by Partner in combination with Cognex Products; or (iii) representations, warranties or guarantees made by Partner to end-users with respect to Products that are inconsistent with Cognex's then current published literature or documentation, Partner shall at its expense indemnify and defend Cognex against any such claim, suit or proceeding and pay any award or settlement of damages and any related costs and expenses, including reasonable attorney's fees, incurred by Cognex and which are related to such claim, suit or proceeding.

9.4. Product Usage and Exclusions

- 9.4.1. Products are not authorized, designed, or intended for use in; no warranty is made with respect to the use of Products in; and Partner shall not permit the use of Products in any (i) nuclear equipment, (ii) aviation or aerospace equipment, (iii) weaponry, (iv) medical devices or systems intended for life support, in

or surgical implant into the human body, or (v) Life-Critical (as defined below) devices or systems (each a "Prohibited Use"), except with Cognex's prior written consent. The prohibitions of the preceding sentence also apply to the design, manufacture, construction, operation and maintenance activities associated with any Prohibited Use. "Life-Critical" devices or systems are defined as those (a) whose failure or malfunction may result in death or serious injury to people or environmental harm posing a serious risk to human health and safety, or (b) which are designed to lose less than one life per billion hours of operation. Cognex disclaims any liability in connection with any Prohibited Use by Partner, intermediary customers or end-users, and any such Prohibited Use engaged in by a party contrary to this provision shall be entirely at such party's risk. Partner shall include this provision involving the use of Products in all terms of sale and contracts with its customers and require that this provision (or terms at least as strict as this provision) be further passed along to any intermediary customers and to end-users.

10.0 TERMINATION

10.1. Termination for Convenience

- 10.1.1. The Agreement may be terminated at will by either Cognex or Partner upon at least 90 days' prior written notice to the other party.

10.2. Termination for Cause

- 10.2.1. The Agreement may be terminated for cause as follows:

- a) Upon breach of the Agreement by the other party, on 30 days' prior written notice to the party in breach; such termination will become effective at the end of the 30-day period unless the breach has been cured; *provided*, however, the occurrence of a breach which is not capable of being cured by its nature, such as a violation of Section 7, or a repeated breach that was previously cured, shall entitle the non-breaching party to immediate termination of the Agreement and no cure period will be provided;
- b) Upon dissolution, liquidation, bankruptcy, insolvency, or placing of the assets or the business of the other party in the hands of a receiver or trustee; or the filing of a petition for bankruptcy or reorganization by or against the other party;
- c) Upon expiration of the 3-month period during which any force majeure condition prevents the other party from fulfilling its obligations under the Agreement;
- d) If Partner ceases to be controlled, owned, managed, or otherwise operated by the entities or individuals in place as of the Effective Date; or
- e) Upon the occurrence of any perpetual or continual act or omission which delays performance of the obligations under the Agreement.

- 10.3. Cognex may further terminate the Agreement if Partner (i) fails to comply with the applicable SMP or (ii) directly or indirectly acquires any equity, ownership or management interest of a machine vision supplier or other business that sells, licenses or otherwise provides Competitive Products or, becomes associated with such through acquisition, merger, asset sale, material license agreement or similar arrangement.

- 10.4. In the event of termination or expiration of the Agreement, Partner shall:

- a) Immediately cease to describe itself as a Cognex Partner;
- b) Not be entitled to any separation compensation or damages of any kind. Partner waives any and all rights to claim the benefit of any law or regulation having the force of law providing for compensation due to termination of the Partner Agreement;
- c) Have no proprietary right to or interest in customers or names of customers developed by Partner relating to the sale and/or license of Products;
- d) Pay to Cognex, in full, within 30 days of such termination or default, all amounts owed to Cognex;
- e) Promptly return to Cognex any and all Cognex-owned Products, equipment, and materials, including without limitation all Software, in the possession of Partner, such items to be in the same condition as when delivered, reasonable use, wear and tear excepted;
- f) Upon Cognex request, prepay all Products to be shipped within 90 days prior to the termination and/or expiration of the Agreement;
- g) Cease use of Cognex's corporate name and trademarks or other corporate and Product identifiers, whether in print or electronic form (including without limitation, Internet usage);
- h) Cease all use of and return to Cognex any Confidential Information furnished by Cognex; and
- i) Take such action as is necessary to terminate any registration as Cognex's Partner with any governmental authority.

10.5. Inventory

10.5.1. Cognex does not require Partner to maintain any Product inventory and Cognex intends to maintain its own inventory to meet Partner's reasonable and foreseeable Product needs. At Partner's sole option and risk, Partner may elect to maintain a limited Product inventory. In the event that Partner does maintain any Product inventory, Partner expressly acknowledges the following:

- a) Partner shall have no right to return any Products in its inventory to Cognex or to otherwise exchange Product inventory for newer Product(s) or seek indemnity from Cognex for any unsold or unusable inventory, and expressly waives any right to do so that it may have under applicable law.
- b) Partner shall have the right to sell its inventory of Products to end-user customers subject to the restrictions set forth within the Agreement.

11.0 MISCELLANEOUS

11.1. Assignment

11.1.1. The Agreement and Partner's rights and obligations pursuant to the Agreement may not be sold, assigned, or transferred by Partner, in whole or in part, without the prior written approval of Cognex.

11.2. Severability

11.2.1. The illegality or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any legal and enforceable provisions hereof.

11.3. Notices

11.3.1. Any notices required or permitted to be given hereunder shall be in writing and shall be deemed to be validly delivered if sent by personal hand delivery, overnight mail service, or mailed by certified or registered mail, return receipt requested, to the address stated in the preamble of the Agreement.

11.4. Force Majeure

11.4.1. A force majeure condition shall be any one or a set of circumstances beyond the reasonable control of a party where a party's performance under the Agreement is prevented or materially impaired, hindered or impeded, such as by riot, strike or other labor difficulty; or by unavailability of or delay in obtaining equipment, materials or supplies; by war, insurrection, rebellion, civil disturbance; by governmental action, inaction or authority (whether such authority be actual or assumed); by fire, flood, storm, or other Act of God; or by any other cause or causes (excepting financial inability to pay) which are beyond the reasonable control of the party when invoking force majeure. Neither party hereto shall be liable to the other for any delay or failure of performance caused by a force majeure condition.

11.5. Governing Law/Waiver of Jury Trial

11.5.1. The validity, interpretation, construction and performance of the Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, U.S.A., excluding its conflict of law rules and the United Nations Convention on Contracts for the International Sale of Goods. Any claim, suit or proceeding brought by either party regarding the interpretation, breach or enforcement of the Agreement or the relationship of the parties shall be exclusively filed in and heard by any court with jurisdiction to hear such disputes in Boston, Massachusetts. Notwithstanding the foregoing, because the unauthorized use, transfer or dissemination of Products or any Software or other Cognex Technology, or any Confidential Information, may irreparably harm a party, either party may, without limiting its other rights and remedies, seek equitable relief, including but not limited to injunctive relief in any court of competent jurisdiction. Each party acknowledges and agrees that any controversy that may arise under the Agreement, including any exhibits, schedules, attachments, and appendices attached to the Agreement, is likely to involve complicated and difficult issues and, therefore, each party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to the Agreement, including any exhibits, schedules, attachments, and appendices attached to the Agreement, or the transactions contemplated by the Agreement.

11.6. Headings

11.6.1. The headings in the Agreement and its incorporated Attachments are for reference purposes only and shall not affect in any way the meaning or interpretation of the Agreement.

11.7. Waiver

11.7.1. The waiver of breach of any term or condition of the Agreement shall not be deemed to constitute the waiver of any breach of the same or any other term or condition.

11.8. Survival

11.8.1. Expiration or termination of the Agreement shall not prejudice any rights or relieve any obligations of either party that have arisen on or before the date of expiration or termination. Any provision of the Agreement that by its very nature or context is intended to survive any termination, cancellation or expiration of the Agreement, including but not limited to provisions concerning payment of outstanding amounts, disclosure of information, representations, indemnities and limitations of liabilities, shall so survive.

11.9. Audit Rights



ATTACHMENT 2

Automation Solution Provider (ASP) – Americas

Annual Sales & Marketing Plan

EFFECTIVE DATE: January 1, 2021

This Annual Sales and Marketing Plan ("SMP") shall be incorporated in and shall become an integral part of the Partner Agreement for the agreed time period. Unless otherwise defined herein, all capitalized terms are as defined in the Partner Agreement, unless otherwise provided herein. In the event of conflict between the terms of the Partner Agreement and any applicable Annual SMP, the terms of the Annual SMP shall prevail.

Annual SMP Duration: The SMP duration begins on the SMP Effective Date above and extends through January 31st of the subsequent calendar year (subject to extension or renewal of the Partner Agreement). The parties shall then agree on a new Annual SMP prior to January 31st of the subsequent calendar year within the Agreement term. However, the Annual SMP shall automatically expire or terminate on the same date as the Partner Agreement without any further notice. The Annual SMP will only be renewed if the parties decide to renew the Partner Agreement.

Changes and supplements to this Annual SMP shall be made in writing. Subsequent Amendments if any shall appear in sequence as Amendment 1, 2, 3, etc. and will become part of the Partner Agreement.

COGNEX CORPORATION

DocuSigned by:

SIGNATURE:

Dave Bauer

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DATE:

1/30/2021

Neff ENGINEERING (GROUP)

DocuSigned by:

SIGNATURE:

Don Norman

503DA97371154B2...

PRINTED NAME:

Don Norman

TITLE:

Vice President

DATE:

12/31/2020

1.0 PRODUCT DISCOUNT SCHEDULE

Effective January 1, 2021, the Partner's discounts will be adjusted per the table below based on qualification for the Vision Systems and ID/Sensor Performance Bonus as described in Section 3.0 and 4.0:

COGNEX PRODUCT CATEGORIES	QUALIFYING TIER LEVEL	BASE DISCOUNT	PERFORMANCE & INCENTIVE BONUS	BONUS*
Vision Systems Include: 3D Sensors 3D Vision (DS1000) Products In-Sight Vision Products In-Sight ViDi	Strategic	34%	90% Performance Bonus	1%
			100% Performance Bonus	1%
			105% Performance Bonus	2%
ID/Sensor Products Include: DataMan ID Products In-Sight ID Products In-Sight Sensor Products	Strategic	30%	90% Performance Bonus	2%
			100% Performance Bonus	3%
			105% Performance Bonus	2%
In-Sight Sensor Plus**	N/A	30%		
In-Sight System Basic*** In-Sight 75xx Products In-Sight 81xx Products	N/A	30%		
DataMan and Legacy WebScan Verifier Products**	N/A	30%		
Edge Intelligence**	N/A	20%		
Lighting, Lensing & Accessories	N/A	35%		
Training Services****	N/A	20%		
Deep Learning***	N/A	0%		
Vision Software (VPro)***	N/A	0%		
3D PC Based Software***	N/A	0%		
Other Services****	N/A	30%		

*Incentive/Performance Bonus is cumulative in each Product category.

** Bookings of In-Sight Sensor Plus, DataMan, Legacy WebScan Verifier Products and Edge Intelligence are applied to the ID/Sensor Products quota attainment.

*** Special Approval from Cognex Sales Management required to sell Vision Software (VPro), Deep Learning and 3D PC Based Software products. Bookings of these products are applied to the Vision Systems quota attainment.

**** Bookings of training services and other services are applied to the Vision Systems quota attainment.



ASP Annual Sales & Marketing Plan – Americas

2.0 SALES BOOKING QUOTAS

Cognex Partners are measured on their ability to reach their quarterly and Annual Sales Quotas per assigned Product Category. These quotas are based on the Partner's previous year's bookings and the potential business for their Territory.

COGNEX PRODUCT CATEGORIES	QUARTERLY PURCHASING QUOTAS				TOTAL
	Q1	Q2	Q3	Q4	
Vision Systems	\$145,082	\$157,333	\$155,399	\$186,994	\$644,807
ID/Sensors/Verifiers	\$77,300	\$83,827	\$82,796	\$99,631	\$343,554
Annual Purchasing Quota	\$222,381	\$241,160	\$238,195	\$286,625	\$988,361

Within 2 weeks of the end of each Cognex fiscal quarter (ATTACHMENT 2A), Cognex will review Partner's purchasing performance. In the event the Partner's year-to-date ("YTD") purchases are less than 90% of the cumulative YTD Product Category quotas (total of quarterly quotas to date), Partner shall receive written notification from Cognex that Partner is in default of the Agreement. In such case, Cognex and Partner will meet and implement a Performance Improvement Plan ("PIP") acceptable to Cognex to improve Partner's performance. Partner's failure to timely and fully complete the PIP may result in termination of the Agreement.

3.0 VISION SYSTEM PERFORMANCE BONUS

3.1. Cumulative Vision System Performance Bonus Qualification

3.1.1. 90% Vision System Performance Bonus

Achieve greater than 90% but less than 100% of the cumulative Vision System quota as defined in Section 2.0, Partner earns an additional 1% discount on Product purchases.

3.1.2. 100% Vision System Performance Bonus

Achieve greater than 100% but less than 105% of the cumulative Vision System quota as defined in Section 2.0, Partner earns an additional 1% discount on Product purchases.

3.1.3. 105% Vision System Performance Bonus

Achieve greater than 105% of the cumulative Vision System quota as defined in Section 2.0, Partner earns an additional 2% discount on Product purchases.

3.2. Vision System Performance Bonus Notice

If the Partner meets the qualifications outlined in Section 3.1, the Performance Bonus will be considered earned. The Partner will be notified of the earned or unearned status within 1 week of the close of the Cognex Fiscal Quarter. The Cognex fiscal calendar is included in Attachment 2A.

3.3. Vision System Performance Bonus Application

The Performance Bonus will be applied to all booked orders in the quarter following the qualification. Example: If the Partner earns the 105% Performance Bonus for the cumulative of Q1 and Q2, the 4% Performance Bonus will be applied to all Q3 Vision System bookings.



ID/SENSOR PERFORMANCE BONUS

3.4. Cumulative ID/Sensor Performance Bonus Qualification

3.4.1. 90% ID/Sensor Performance Bonus

Achieve greater than 90% but less than 100% of the cumulative ID/Sensor Quota as defined in Section 2.0, Partner earns an additional 2% discount on Product purchases.

3.4.2. 100% ID/Sensor Performance Bonus

Achieve greater than 100% but less than 105% of the cumulative ID/Sensor Quota as defined in Section 2.0, Partner earns an additional 3% discount on Product purchases.

3.4.3. 105% ID/Sensor Performance Bonus

Achieve greater than 105% of the cumulative ID/Sensor Quota as defined in Section 2.0, Partner earns an additional 3% discount on Product purchases.

3.5. ID/Sensor Products Performance Bonus Notice

If the Partner meets all qualifications outlined in each of Section 4.1, the Performance bonus will be considered earned. The Partner will be notified of the earned or unearned status within 1 week of the close of the Cognex Fiscal Quarter. The Cognex fiscal calendar is included in Attachment 2A.

3.6. ID/Sensor Performance Bonus Application

The ID/Sensor Products Performance Bonus will be applied to all booked orders in the quarter following the qualification. Example: If the partner earns the 105% ID/Sensor Performance Bonus for the cumulative of Q1 and Q2, the 8% ID/Sensor Performance Bonus will be applied to all Q3 ID/Sensor bookings.

4.0 TERRITORY (ZONE of COVERAGE)

The Territory is the list of zip codes, entire state or country, where Cognex will support the Partner through joint marketing and sales actions, including the transfer of leads. This will also be the area where the Partner is expected to focus sales and marketing efforts. The Partner is expressly prohibited from shipping products outside their Territory without written consent from the Vice President of Americas Sales.

ASP is authorized to sell Products in the following Territory:

All zip codes beginning with the first three digits of 215, 440, 441, 442, 443, 444, 445, 446, 447, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267 and 268 in the states of Western Pennsylvania, Eastern Ohio and West Virginia.



5.0 REQUIRED STAFFING, CERTIFICATION AND TRAINING REQUIREMENTS

The Partner will maintain an adequate number of full-time, experienced personnel who are properly trained to market, sell and support the Products and otherwise perform its obligations under this Agreement. Partner will maintain qualified, full-time sales employees who devote their time and efforts to selling the Products necessary to identify and periodically contact all prospective Customers in the Territory.

5.1. Resource Definition

5.1.1. Non-Technical Account Manager

A Non-Technical Account Manager is a person who works for the Partner and is responsible for the management of sales and relationships with particular customers. Non-Technical Account Managers serve as the interface between the customer and the technical product specialists. This person is heavily reliant on the Vision/Sensor Technical Specialist for any technical requirements, demo opportunities or specific product details.

5.1.2. Technically Proficient Account Manager

A Technically Proficient Account Manager has the same responsibilities as the Non-Technical Account Manager. This resource is capable of delivering an effective product demonstration and articulates the technical details of the Cognex product portfolio. He is less reliant on the Vision/Sensor Technical Specialist but has access to these resources for advanced technical support and account planning.

5.1.3. Vision/Sensor Technical Specialist

The Vision/Sensor Technical Specialist conducts pre-sales feasibility studies, customer presentations, trade shows, training and onsite post-sales support. This person determines the right combination of Cognex Vision, Sensor hardware, lighting, optics and programing for an optimum solution. The resource works closely with Account Managers to meet/exceed their Annual Sales Quotas. The primary job duties of this person are as follows:

- Provides application feasibilities;
- Conducts technical seminars and demonstrations;
- Support trade shows;
- May provide customer technical support;
- May provide customer training;
- Timely and efficient completion of sales requests;
- Develops a broad technical knowledge of Cognex's Vision and Sensor product families.

5.1.4. The table below contains the training and certification requirements for partner staff. It's expected the partner will maintain these levels of certification and training for all staff. New employees will need to be certified after training within 90 days of hire.

COGNEX ASP CERTIFICATION & TRAINING REQUIREMENTS			
ACTIVITY	Non-Technical Account Manager	Technically Proficient Account Manager	Vision/Sensor Technical Specialist
Cognex General Sales Sensor/Vision eSchool Modules	X	X	X
Sensor/Vision Technical eSchool Modules	(optional)	X	X
Sensor/Vision Bootcamp		X	X
New Sensor/Vision Product Launch Training and Testing		X	X
Evaluation Proficiency eSchool Modules			X
EasyBuilder Training - Standard		(optional)	X
EasyBuilder Training - Advanced			X
Spreadsheet Training - Standard		(optional)	X
Spreadsheet Training - Advanced			X
In-Sight (VD) Standard			X

5.1.5. Existing Technically Proficient Account Managers can achieve Certification by passing the Sales Proficiency Tests and Demo Evaluations. If they don't pass these activities, an individual learning plan will be created and administered to achieve Certification.

7.0 MARKETING PLAN

In addition to other requirements set forth herein, to qualify for Product discounts associated with each Tier Level classification, the Partner will conduct, at Partner's sole expense, regional marketing activities as prescribed in the Marketing Plan below, commensurate with their Tier Level qualification. Cognex may elect to participate in a Cooperative Marketing Program (COOP) where pre-approved costs could be shared with proper documentation and process provision. All such marketing activities of Partner must be consistent with and conform to Cognex's corporate programs. Partner and Cognex shall meet quarterly to discuss and analyze the effectiveness of Partner's marketing activities over the prior 3 month period and discuss future marketing activities.

PARTNER MARKETING PLAN				
ACTIVITY		TRADING	STRATEGIC	STRATEGIC +
WEBSITE	Corporate Web Site	X	X	X
	Up to date Cognex Product Page	X	X	X
	Link back to Cognex Home Page	X	X	X
	Prominent sales phone number on home page	X	X	X
LEAD MANAGEMENT	Provides closed loop reporting on all Cognex leads (within 2 weeks)	X	X	X
	Tracks Cognex provided leads via Partner Portal	X	X	X
EVENTS	Holds 4-6 Cognex Seminars a Year (min attendance 10)		X	
	Holds 7+ Cognex Seminars a Year (min attendance 10)			X
EMAIL MARKETING	Sends 4-6 Cognex related emails a year		X	
	Sends 7 or more Cognex related emails a year			X

8.0 TECHNICAL SUPPORT PLAN

In addition to other requirements set forth herein, to qualify for Product discounts associated with each Tier Level classification, the Partner must submit a Technical Support Plan acceptable to Cognex. At a minimum, this plan should have the following components:

- Partner support landing page within the Partner website that includes a general phone number and general email (e.g., support@partner.com);
- Cognex certified technical resource whose responsibilities include email and phone support for Partner customers;
- Resource coverage plan for Technical Support;
- Escalation plan for partner technical support requests to Cognex;
- Communication plan for Cognex technical support requests to Partner.

9.0 DEMO/LAB EQUIPMENT REQUIREMENT

In addition to other requirements set forth herein, to qualify for Product Discounts associated with each Tier Level classification, the Partner agrees to purchase and maintain an adequate number of Products for demonstration, promotion and evaluation purposes as recommended by Cognex and mutually agreed upon between Cognex and Partner. Cognex will offer Partner incentive programs regarding the purchase of demonstration equipment during launches of new Cognex Products. Partner shall not resell the demonstration equipment within two years of its purchase, unless prior written approval of Cognex is obtained. Should demonstration equipment be sold within two years of launch, replacement(s) need(s) to be ordered to backfill those requirements.

The following table is a projection for demo/lab equipment purchase recommendations based on the current 2021 product launch schedule. This is an estimate only to be used for budgeting purposes as dates and amounts may change based on launch schedule changes.

Projected 2021 Demo/Lab Equipment Purchase Schedule					
Partner Type	Q1	Q2	Q3	Q4	Total
Strategic ASP	\$14,000	\$1,000	\$4,500	\$3,500	\$23,000

If demo equipment is not purchased at specified quantities, within the given time frame, standard discounts may be removed until requirements are fulfilled.



10.0 SALES LOANER PROGRAM

Cognex may provide loaned equipment to Partner (for a specific purpose and for a limited time) in cases where the Partner requests equipment for application testing at Partner's customer. Partner may request loaned equipment through the local Cognex Sales Team. If Cognex agrees to provide loaned equipment, such equipment shall be provided "as is" and shall remain the property of Cognex at all times. Partner shall be responsible for the use and return of the loaned equipment. Partner agrees to return the loaned equipment to Cognex, at Partner's expense, in like new, resaleable condition by the mutually agreed end date of the loan period. Failure to return the equipment in accordance with this paragraph shall constitute a material breach of this Agreement. If Cognex has not received the returned equipment in a condition satisfactory to Cognex within 10 business days of the loan period end date, in addition to any other remedies that Cognex may have available to it, Cognex shall invoice Partner for the equipment (applying any applicable discounts) and Partner shall pay the invoice in accordance with this Agreement.

11.0 POS REPORTING

In addition to other requirements set forth herein, to qualify for Product Discounts associated with each Tier Level classification, the Partner must provide Point-of-Sale (POS) information at the time of order entry using the Cognex Partner Portal. Within 2 weeks of the end of each Cognex fiscal quarter, Cognex will review the Partner's percentage of assigned POS. In the event the Partner falls below 100% of orders reported without POS for the immediately preceding fiscal quarter, Partner shall receive written notification from Cognex that Partner is in default of the Agreement. In addition to its other rights and remedies under the Agreement, if the POS reporting is not promptly corrected, Cognex, in its sole discretion, may elect to reduce or eliminate the Partner's discounts. Once the POS information is entirely and correctly reported, discounts can be restored to previous levels.

12.0 SPECIAL PRICING REQUEST (SPR) PRICING VERIFICATION

When Cognex grants a Special Discount Request (SDR) and provides the Partner a promotional code for additional Product discounts for competitive or strategic pricing purposes, Cognex requires the Partner to provide a copy of their Customer's purchase order within ten (10) days of the Partner's receipt of such purchase order. Cognex uses the Customer's purchase order to verify that the pricing and discounts extended to the Customer match the pricing and discounts granted to the Partner pursuant to the SDR. If there is a discrepancy between the granted SDR and the actual pricing and discounts extended to the Customer in favor of the Customer, Cognex reserves the right invoice the Partner, and Partner agrees to pay, for the difference.

13.0 LOGISTICS APPLICATIONS

Prior to Partner pursuing, engaging with, or otherwise doing business with a customer that is addressing, or planning to address, a Logistics Industry application, Partner must receive Cognex's prior written consent by emailing Jared Laird, Cognex's Senior Channel Specialist, at jared.laird@cognex.com. If Cognex does not provide its written consent, Partner shall not pursue or accept the Logistics Industry business. For purposes of this Section, the "Logistics Industry" includes all retail distribution, parcel and postal, and airport baggage handling applications. This includes applications that involve automated sortation, dimensioning, pallet scanning, print and apply, presentation scanning, and other warehousing applications.

ATTACHMENT 2A Cognex Fiscal Calendar

In 2021, there are 245 total working days (weekends NOT included).

WEEK #	JANUARY (20 mfg days)	JULY (19 mfg days)
1	MON 4 TUE 5 WED 6 THU 7 FRI 8 SAT 9 SUN 10	MON 5 TUE 6 WED 7 THU 8 FRI 9 SAT 10 SUN 11
2	MON 11 TUE 12 WED 13 THU 14 FRI 15 SAT 16 SUN 17	MON 12 TUE 13 WED 14 THU 15 FRI 16 SAT 17 SUN 18
3	MON 18 TUE 19 WED 20 THU 21 FRI 22 SAT 23 SUN 24	MON 19 TUE 20 WED 21 THU 22 FRI 23 SAT 24 SUN 25
4	MON 25 TUE 26 WED 27 THU 28 FRI 29 SAT 30 SUN 31	MON 26 TUE 27 WED 28 THU 29 FRI 30 SAT 31 SUN 1
WEEK #	FEBRUARY (19 mfg days)	AUGUST (20 mfg days)
5	MON 1 TUE 2 WED 3 THU 4 FRI 5 SAT 6 SUN 7	MON 2 TUE 3 WED 4 THU 5 FRI 6 SAT 7 SUN 8
6	MON 8 TUE 9 WED 10 THU 11 FRI 12 SAT 13 SUN 14	MON 9 TUE 10 WED 11 THU 12 FRI 13 SAT 14 SUN 15
7	MON 15 TUE 16 WED 17 THU 18 FRI 19 SAT 20 SUN 21	MON 16 TUE 17 WED 18 THU 19 FRI 20 SAT 21 SUN 22
8	MON 22 TUE 23 WED 24 THU 25 FRI 26 SAT 27 SUN 28	MON 23 TUE 24 WED 25 THU 26 FRI 27 SAT 28 SUN 29
WEEK #	MARCH (25 mfg days)	SEPTEMBER (24 mfg days)
9	MON 1 TUE 2 WED 3 THU 4 FRI 5 SAT 6 SUN 7	MON 30 TUE 31 WED 1 THU 2 FRI 3 SAT 4 SUN 5
10	MON 8 TUE 9 WED 10 THU 11 FRI 12 SAT 13 SUN 14	MON 6 TUE 7 WED 8 THU 9 FRI 10 SAT 11 SUN 12
11	MON 15 TUE 16 WED 17 THU 18 FRI 19 SAT 20 SUN 21	MON 13 TUE 14 WED 15 THU 16 FRI 17 SAT 18 SUN 19
12	MON 22 TUE 23 WED 24 THU 25 FRI 26 SAT 27 SUN 28	MON 20 TUE 21 WED 22 THU 23 FRI 24 SAT 25 SUN 26
13	MON 29 TUE 30 WED 31 THU 1 FRI 2 SAT 3 SUN 4	MON 27 TUE 28 WED 29 THU 30 FRI 1 SAT 2 SUN 3
WEEK #	APRIL (20 mfg days)	OCTOBER (20 mfg days)
14	MON 5 TUE 6 WED 7 THU 8 FRI 9 SAT 10 SUN 11	MON 4 TUE 5 WED 6 THU 7 FRI 8 SAT 9 SUN 10
15	MON 12 TUE 13 WED 14 THU 15 FRI 16 SAT 17 SUN 18	MON 11 TUE 12 WED 13 THU 14 FRI 15 SAT 16 SUN 17
16	MON 19 TUE 20 WED 21 THU 22 FRI 23 SAT 24 SUN 25	MON 18 TUE 19 WED 20 THU 21 FRI 22 SAT 23 SUN 24
17	MON 26 TUE 27 WED 28 THU 29 FRI 30 SAT 1 SUN 2	MON 25 TUE 26 WED 27 THU 28 FRI 29 SAT 30 SUN 31
WEEK #	MAY (20 mfg days)	NOVEMBER (18 mfg days)
18	MON 3 TUE 4 WED 5 THU 6 FRI 7 SAT 8 SUN 9	MON 1 TUE 2 WED 3 THU 4 FRI 5 SAT 6 SUN 7
19	MON 10 TUE 11 WED 12 THU 13 FRI 14 SAT 15 SUN 16	MON 8 TUE 9 WED 10 THU 11 FRI 12 SAT 13 SUN 14
20	MON 17 TUE 18 WED 19 THU 20 FRI 21 SAT 22 SUN 23	MON 15 TUE 16 WED 17 THU 18 FRI 19 SAT 20 SUN 21
21	MON 24 TUE 25 WED 26 THU 27 FRI 28 SAT 29 SUN 30	MON 22 TUE 23 WED 24 THU 25 FRI 26 SAT 27 SUN 28
WEEK #	JUNE (24 mfg days)	DECEMBER (19 mfg days)
22	MON 31 TUE 1 WED 2 THU 3 FRI 4 SAT 5 SUN 6	MON 29 TUE 30 WED 1 THU 2 FRI 3 SAT 4 SUN 5
23	MON 7 TUE 8 WED 9 THU 10 FRI 11 SAT 12 SUN 13	MON 6 TUE 7 WED 8 THU 9 FRI 10 SAT 11 SUN 12
24	MON 14 TUE 15 WED 16 THU 17 FRI 18 SAT 19 SUN 20	MON 13 TUE 14 WED 15 THU 16 FRI 17 SAT 18 SUN 19
25	MON 21 TUE 22 WED 23 THU 24 FRI 25 SAT 26 SUN 27	MON 20 TUE 21 WED 22 THU 23 FRI 24 SAT 25 SUN 26
26	MON 28 TUE 29 WED 30 THU 1 FRI 2 SAT 3 SUN 4	MON 27 TUE 28 WED 29 THU 30 FRI 31 SAT 1 SUN 2

LEGEND:

US Holiday
US Shutdown

RED = END OF FISCAL MONTH
Green = Earnings Release



Certificate Of Completion

Envelope Id: BDAB7DA9FD9C482F8F502E334F96B5B9

Status: Completed

Subject: Please DocuSign: Neff ENGINEERING (OH_PA) 2021 ASP Americas Contract

Source Envelope:

Document Pages: 22

Signatures: 4

Envelope Originator:

Certificate Pages: 5

Initials: 40

Sales Channel Program Sales Channel Program

AutoNav: Enabled

1 Vision Dr.

EnvelopeId Stamping: Enabled

Natick, MA 01760

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

sales.channel.pgms@cognex.com

IP Address: 73.249.185.102

Record Tracking

Status: Original

12/23/2020 9:29:25 AM

Holder: Sales Channel Program Sales Channel
Program

Location: DocuSign

sales.channel.pgms@cognex.com

Signer Events

Don Norman

dnorman@neffautomation.com

Vice President

Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:
Don Norman
503DA97371154B2...

Signature Adoption: Pre-selected Style

Using IP Address: 96.59.106.42

Timestamp

Sent: 12/29/2020 4:05:36 PM

Viewed: 12/31/2020 9:07:06 AM

Signed: 12/31/2020 9:12:19 AM

Electronic Record and Signature Disclosure:

Accepted: 12/31/2020 9:07:06 AM

ID: 3918b94f-8fd4-4819-997e-7fa0c9ab8ecd

Dave Bauer

dave.bauer@cognex.com

Vice President, Sales Americas

Security Level: Email, Account Authentication
(None)

DocuSigned by:
Dave Bauer
4C38D123F6AE4D8...

Signature Adoption: Pre-selected Style

Using IP Address: 165.225.9.21

Sent: 12/31/2020 9:12:22 AM

Viewed: 1/30/2021 6:14:23 PM

Signed: 1/30/2021 6:14:46 PM

Electronic Record and Signature Disclosure:

Accepted: 2/24/2019 2:32:37 AM

ID: 31e24019-7575-44f4-a470-95a5c1443d9d

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Cognex Legal

legal@cognex.com

Security Level: Email, Account Authentication
(None)

COPIED

Sent: 1/30/2021 6:14:49 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
Trevor Hiffa Trevor.hiffa@cognex.com District Sales Manager Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 4/5/2019 9:57:05 AM ID: 7e4c9b50-4f41-42ca-9bec-1fe1558f1663	COPIED	Sent: 1/30/2021 6:14:50 PM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/29/2020 4:05:36 PM
Certified Delivered	Security Checked	1/30/2021 6:14:23 PM
Signing Complete	Security Checked	1/30/2021 6:14:46 PM
Completed	Security Checked	1/30/2021 6:14:50 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Cognex Corporation (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Cognex Corporation:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: privacy@cognex.com

To advise Cognex Corporation of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at leah.levy@cognex.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Cognex Corporation

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to leah.levy@cognex.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Cognex Corporation

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to privacy@cognex.com and in the body of such request you must state your email, full name, mailing address, and telephone number. Name, email address.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Cognex Corporation as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Cognex Corporation during the course of your relationship with Cognex Corporation.

FILED
03-02-2022
CIRCUIT COURT
DANE COUNTY, WI
2022CV000460
Honorable Jacob Frost
Branch 9

COGNEX

November 2, 2021

VIA FIRST CLASS MAIL AND E-MAIL

Neff Engineering
Attn: Don Norman
9325 Uptown Drive
Suite 100
Indianapolis, IN 46256

Ref: Automation Solution Provider (ASP) Partner Agreement with Cognex Corporation/Neff Engineering (IN) &
Automation Solution Provider (ASP) Partner Agreement with Cognex Corporation/Neff Engineering (WI) &
Automation Solution Provider (ASP) Partner Agreement with Cognex Corporation/Neff Engineering
(OH/PA) all dated January 30, 2021 – Notice of Non-Renewal

Dear Mr. Norman:

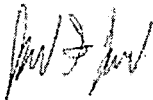
As discussed on November 2, 2021, Cognex does not intend to renew the above referenced Partner Agreements when they expire on December 31, 2021.

Neff Engineering's obligations in connection with termination of each Partner Agreement are set forth in Section 10 therein.

If you have the need to quote Cognex product in the future, please contact your local Cognex Sales Engineer or the local Cognex Distributor.

If you have any questions, please feel free to contact us.

Sincerely,



Jared S. Laird
Manager, Channel Sales - Americas

CC: Paul Klinker

EXHIBIT D

HUSCH BLACKWELL

Dieter J. Juedes
Partner

511 North Broadway, Suite 1100
Milwaukee, WI 53202
Direct: 414.978.5361
Fax: 414.223.5000
dieter.juedes@huschblackwell.com

FILED
03-02-2022
CIRCUIT COURT
DANE COUNTY, WI
2022CV000460
Honorable Jacob Frost
Branch 9

December 13, 2021

VIA E-MAIL AND OVERNIGHT FEDEX

Paul Klinker
Cognex Corporation, Director of Americas
Sales, East
One Vision Drive
Natick, MA 01760

***Re: Notice of Cognex Corporation's Unlawful Termination of its Business
Relationship with Neff Group Distributors, Inc.***

Dear Mr. Klinker:

Husch Blackwell LLP represents Neff Group Distributors, Inc. d/b/a Neff. As you know, Neff and Cognex Corporation ("Cognex") have a long-standing business relationship where Neff purchases Cognex products for Neff to sell and distribute in Wisconsin, Indiana, Ohio, and Pennsylvania. As detailed further below, Neff made substantial investments into this business relationship and a sizable portion of Neff's business was dependent on this relationship. Neff was a dedicated and successful business partner—it consistently met Cognex's sales quotas and standards. Unfortunately, a few weeks ago, Cognex notified Neff that it was terminating its business relationship with Neff effective December 31, 2021. Cognex provided no justification for the termination and the termination was without good cause. This letter provides Cognex notice of its unlawful termination of the business relationship with Neff.

More specifically, the business relationship between Cognex and Neff dates back twelve years, starting with Neff selling Cognex products in Indiana. Shortly thereafter, the relationship expanded to include sales in Wisconsin, and eventually, to Ohio and Pennsylvania.

On November 2, 2021, Cognex provided written notice to Neff that it was terminating its relationship with Neff effective December 31, 2021 (the "Notice"). The Notice was a short, half page letter from Jared Laird at Cognex to Don Norman at Neff. The Notice did not set forth any reasons for the termination. Further, the Notice did not claim, and Cognex has never claimed, that Neff was deficient in any way or that it otherwise breached the Strategic Partner Agreements between the parties. In fact, Neff has consistently exceeded the annual sales quotas—and Cognex

Husch Blac

EXHIBIT E

HUSCH BLACKWELL

Paul Klinker
December 13, 2021
Page 2

has never contended otherwise. We suspect that Cognex is attempting to terminate the business relationship to cut its business partner out of the sale process so that it can make direct sales and increase its own profits.¹ This is not a good cause justification for termination.

Neff has committed a significant amount of time, resources, and working capital to the Cognex partnership. For example, and without limitation, since just 2017, Neff has invested over \$500,000 in Cognex demonstration equipment in order to conduct technical workshops and demonstrations for the sole purpose of promoting Cognex products for current and prospective customers. Additionally, Neff has dedicated six full-time employees, consisting of both product managers and application engineers, to assist Cognex accounts.² In total, since 2017, Neff has expended over \$2.2 million accounting strictly for base salary (excluding benefits) to those six employees actively selling, promoting, and supporting Cognex products and customers.

Moreover, a sizable portion of Neff's business is dependent on Cognex. Since 2017, Neff has averaged over \$6.5 million per year in Cognex sales, which totals over \$32 million in that time period. This figure accounts for a significant percentage of Neff's overall sales and profits in the territories Neff is authorized to sell Cognex products.

Given this background, Cognex cannot terminate a decade long business relationship on less than sixty days' notice without good cause. Cognex termination appears to be based on the terms of the Strategic Partner Agreements, which permit termination for convenience if at least 90 days prior written notice is provided. As an initial matter, 90 days written notice was not provided.

More critically, irrespective of the terms of the Strategic Partner Agreements, Cognex's termination completely ignores other legal protections that are available to Neff in this situation. For example, and without limitation, Wisconsin Fair Dealership law, Wis. Stat. Ch. 135, applies and it applies irrespective of any contractual terms. Wis. Stat. § 135.025(3) ("The effect of this chapter may not be varied by contract or agreement. Any contract or agreement purporting to do so is void and unenforceable."). Under Wisconsin's Fair Dealership law, no grantor (such as Cognex) may terminate or fail to renew a dealer agreement without good cause. Wis. Stat. § 135.03. The burden of proving good cause is on the grantor. *Id.*

Further, a grantor (Cognex) must provide a dealer (Neff) 90 days' prior written notice of termination or nonrenewal. Wis. Stat. § 135.04. The notice shall state the reasons for the termination or nonrenewal and shall provide the dealer 60 days to rectify any claimed deficiency. *Id.* If the deficiency is rectified within 60 days, the notice shall be void. *Id.*

¹ We understand that Cognex is doing this with other of its distributors throughout the country.

² Four of the six employees devote over 75% of their respective time to Cognex products and sales.

HUSCH BLACKWELL

Paul Klinker
December 13, 2021
Page 3

Applied here, Cognex has clearly violated these provisions. Cognex has no good cause to terminate the relationship. Indeed, no good cause is present because, as previously mentioned, Neff consistently outperformed and exceeded the annual quotas. On top of that, Cognex is still requesting services from Neff on a “case-by-case basis” further evidencing that Cognex lacks any good cause in terminating the business relationship. Similarly, the Notice fails to provide Neff an opportunity to rectify any claimed deficiency. Accordingly, Cognex is in violation of Wisconsin Fair Dealership law.

Please be advised that Wisconsin’s Fair Dealership law is to be “liberally construed and applied” to favor dealers. Wis. Stat. § 135.025(1). Further, the purpose of the statute is to “protect dealers against unfair treatment by grantors” and to “provide dealers with rights and remedies in addition to those existing by contract or common law.” *Id.* (2). To that end, the remedies available to Neff under the statute are robust and include damages sustained as a consequence of the Cognex’s violation, attorney’s fees, and injunctive relief against unlawful termination, cancellation, or nonrenewal.

Cognex’s unlawful termination of Neff also subjects Cognex to liability under other legal theories, including breach of contract and promissory estoppel, particularly because of the investment that Neff made in the Cognex relationship that is now rendered worthless.

Additionally, it has come to our attention that Cognex has contacted current Neff employees in an attempt to induce current Neff employees to leave and join Cognex. Neff continues to monitor and assess the extent and magnitude of Cognex’s interference with Neff’s employment relationships and reserves all its rights in this regard.

Please immediately forward this letter to Cognex’s general counsel’s office. We suspect that Cognex would want to avoid litigating this dispute given all the above issues and also because any litigation would be in a public forum where other similarly situated distributors will become aware of the litigation, prompting them to also pursue demands against Cognex. Should Neff file suit and prevail, which is likely, Cognex will be responsible for Neff’s actual costs, which includes reasonable attorneys’ fees.

Within the next five days, we will provide Cognex with a specific proposal on resolving this matter prior to litigation.

Finally, given the issues, we expect that Cognex has implemented a litigation hold on issues involving its termination of distributor relationships. Please confirm that Cognex, and any of its employees or agents, have preserved and will preserve any and all documents and communications (including, but not limited to, e-mail correspondence, online posts/publications, and text messages) relating to these issues. Any destruction of such evidence could result in penalties, including legal sanctions.

HUSCH BLACKWELL

Paul Klinker
December 13, 2021
Page 4

Sincerely,

HUSCH BLACKWELL LLP

A handwritten signature in black ink, appearing to read "DJJ", followed by a large, horizontal, oval-shaped flourish.

Dieter J. Juedes



FILED
03-02-2022
CIRCUIT COURT
DANE COUNTY, WI
2022CV000460

ATTORNEYS AT LAW
777 EAST WISCONSIN AVE
MILWAUKEE, WI 53202-5309
414.271.2400 TEL
414.297.4900 FAX
WWW.FOLEY.COM
Honorable Jacob Frost
Branch 9

WRITER'S DIRECTOR
414.319.7177
jpatterson@foley.com EMAIL
CLIENT/MATTER NUMBER
131632-0101

December 29, 2021

Via E-Mail and FedEx

Dieter J. Juedes
Husch Blackwell LLP
511 North Broadway, Suite 1100
Milwaukee, WI 53202

Re: ***The January 1, 2021 Automation Solution Provider Partner Agreement (WI) between Cognex Corporation and Neff Group Distributors, Inc. d/b/a Neff Engineering***

Dear Mr. Juedes:

This firm represents Cognex Corporation ("Cognex") in connection with the January 1, 2021 Automation Solution Provider Partner Agreement between Cognex and Neff Group Distributors, Inc. d/b/a Neff Engineering ("Neff") applicable to a portion of the State of Wisconsin (the "Wisconsin Agreement"). I am in receipt of your December 13, 2021 letter to Paul Klinker, as well as your December 14, 2021 letter to Jennifer Jean-Michel styled as Neff's "settlement demand." Please direct all future communications regarding this matter to my attention, copying my colleague Trent Johnson (tjohnson@foley.com).

Cognex has carefully reviewed your December 13 letter and December 14 settlement demand. For the reasons explained below, Cognex disagrees that its non-renewal of the Wisconsin Agreement – which you mistakenly characterize as a "termination" – is improper or illegal, and thus rejects Neff's settlement demand. Nevertheless, in an effort to focus the parties' time and attention on a mutually acceptable business resolution, *Cognex hereby withdraws its November 2, 2021 Notice of Non-Renewal with respect to the Wisconsin Agreement.*¹ Importantly, this withdrawal is not an admission that the Wisconsin Fair Dealership Law, Wis. Stat. § 135.01 *et seq.*, (the "WFDL") applies to the parties' relationship. The withdrawal does, however, moot any standing Neff argued it had to seek recourse against Cognex under the WFDL or any other contractual or non-contractual theories of liability.

Notwithstanding this withdrawal, Cognex strongly disputes the legal assertions in your December 13 letter and December 14 settlement demand. As an initial matter, the settlement demand

¹ This withdrawal does not apply to the strategic partner agreements that Cognex and Neff have in place for the Indiana and Ohio/Pennsylvania sales territories, both of which will still expire on December 31, 2021 pursuant to the terms of those agreements.

AUSTIN
BOSTON
CHICAGO
DALLAS
DENVER

DETROIT
HOUSTON
JACKSONVILLE
LOS ANGELES
MADISON

MEXICO CITY
MIAMI
MILWAUKEE
NEW YORK
ORLANDO

SACRAMENTO
SAN DIEGO
SAN FRANCISCO
SILICON VALLEY
TALLAHASSEE

TAMPA
WASHINGTON, D.C.
BRUSSELS
TOKYO

EXHIBIT F



December 29, 2021
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conflates Neff's wholly separate Indiana and Ohio/Pennsylvania strategic partner agreements with the Wisconsin Agreement, which supplies Neff the non-exclusive right to purchase and resell certain Cognex products in a portion of Wisconsin.

As a result, the revenue and margin calculations that underlie Neff's alleged damages overstate its position. Even assuming that the WFDL applies to the Wisconsin Agreement (a contention Cognex disputes), Neff's available damages would necessarily be limited to the sales activities attributable to its "dealership" under the WFDL, which in no circumstance would include revenue and margin attributable to strategic partner agreements that have no bearing on Neff's activities in the Wisconsin territory. As you undoubtedly know, this is because Neff's separate agreements for the Indiana and Ohio/Pennsylvania territories cannot be construed as granting a dealership "situated in" Wisconsin. See *Baldewein Co. v. Tri-Clover, Inc.*, 2000 WI 20, ¶ 30, 233 Wis. 2d 57, 606 N.W.2d 145. Neff cannot seriously contend that it has developed, invested in, or relied upon the Wisconsin market in order to perform its obligations under the Indiana and Ohio/Pennsylvania agreements. As a result, its sales figures in those markets are irrelevant to any dispute about the Wisconsin Agreement.

Instead, the proper focus of this dispute is Neff's performance in Wisconsin, and it is our estimate that Neff's average annual revenue associated with Cognex products in Wisconsin over the past three calendar years is only a small percentage (less than 30%) of the average annual sales revenue asserted in your settlement demand.² Those Cognex product sales comprise only a minor portion of Neff's total sales revenue in Wisconsin and make it unlikely that Neff could carry its burden of establishing the requisite "community of interest" between Neff and Cognex to trigger WFDL coverage. See *Ziegler Co. v. Rexnord, Inc.*, 139 Wis. 2d 593, 606, 407 N.W.2d 873, 879–80 (1987).

Setting the above issues aside, Cognex believes it is in both parties' interests to reach a mutually acceptable business resolution to this dispute. To that end, we propose scheduling a telephone conference at which the parties' counsel can discuss this potential resolution. Please let us know your availability the week of January 3, 2022, and we will circulate a meeting invite.

Sincerely,

A handwritten signature in black ink, appearing to read "Timothy J. Patterson", written over a horizontal line.

Timothy J. Patterson

² Neff's calculation of its "investment" under the Wisconsin Agreement suffers from the same flaw, as Neff was not required to purchase "\$500,000 in demonstration equipment" nor to invest "another \$2.2 million in working capital" specific to its Wisconsin territory.